IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

| TIG Insurance Company |) | | | | | |
|---------------------------------------|---|----------|--------|---------|-------|--------|
| |) | | | | | |
| Plaintiff, |) | | FILED: | MARCH | I 31, | 2008 |
| v. |) | Case No. | 08CV18 | 346 | ı | TG |
| j |) | | JUDGE | ANDERS | EN | |
| Swiss Reinsurance America Corporation |) | | MAGIST | TRATE J | TUDGE | VALDEZ |
| |) | | | | | |
| Defendant. | ì | | | | | |

COMPLAINT FOR DECLARATORY JUDGMENT AND MONEY DAMAGES

Now comes the plaintiff, TIG Insurance Company ("TIG"), by and through its attorneys, LOVELLS LLP, and for its Complaint against defendant Swiss Reinsurance America Corporation ("Swiss Re") as successor-in-interest to Kemper Reinsurance Company ("Kemper Re"), alleges as follows:

1. This case concerns defendant Swiss Re's failure to honor numerous reinsurance agreements that its predecessors issued to TIG (the "Reinsurance Agreements"). Those Reinsurance Agreements contain contractual provisions requiring Swiss Re to indemnify TIG for a portion of the "expenses" that TIG incurs in connection with claims under policies issued by TIG. Swiss Re has violated those coverage obligations. TIG has incurred millions of dollars in litigation expenses in connection with efforts by TIG's policyholders to improperly obtain insurance coverage from TIG when no coverage was due under the applicable policies. Although Swiss Re is properly responsible to cover over \$329,000.00 of those past "expenses," as well as such expenses incurred in the future, Swiss Re refuses to reimburse TIG for any such expenses. Accordingly, TIG brings this action to obtain a declaration regarding Swiss Re's

coverage obligations and to recover the sums owed to TIG pursuant to the Reinsurance Agreements.

THE PARTIES

- 2. Plaintiff TIG is a California corporation with its principal place of business in New Hampshire. TIG is the legal successor-in-interest of certain of the liabilities of several other insurance companies, including International Insurance Company ("IIC), and International Surplus Lines Insurance Company ("ISLIC") (collectively referred to as "TIG"). IIC and ISLIC were the original parties that entered into the Reinsurance Agreements.
- 3. Defendant Swiss Re is a reinsurance company domiciled in New York and with its principal place of business in New York City. Swiss Re is one of the world's largest reinsurers and offers a wide variety of reinsurance products and financial services. Swiss Re is the legal successor-in-interest to the rights and obligations under the Reinsurance Agreements, which were originally issued by Kemper Re.

JURISDICTION AND VENUE

- 4. The court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332. TIG is a citizen of California and New Hampshire while Swiss Re is a citizen of New York. Additionally, this matter by far exceeds the \$75,000.00 threshold established by § 1332.
- 5. Venue is proper in this court pursuant to 28 U.S.C. § 1391 in that several transactions or critical portions of the transactions from which this cause of action arise occurred in Cook County, Illinois.
- 6. Among other reasons, IIC and ISLIC were domiciled in Illinois throughout much of the period relevant to this Complaint. Notably, at the time when the contracts were executed, and in fact for a significant period of time thereafter, ISLIC's headquarters and underwriting

operations were based in Chicago, Illinois. The Reinsurance Agreements were negotiated through ISLIC's office located in Chicago, Illinois.

Kemper Re was a reinsurance provider domiciled in Illinois with its principal 7. place of business in Long Grove, Illinois. All of the Reinsurance Agreements were negotiated and executed through Kemper Re's business offices located in Long Grove, Illinois. The majority of the Reinsurance Agreements and any subsequent Amendments were negotiated through reinsurance intermediaries located in Chicago, Illinois. Several Reinsurance Agreements and their Amendments were executed through Guy Carpenter & Company, Inc.'s ("Guy Carpenter") offices located in Chicago, Illinois. Guy Carpenter is a global reinsurance intermediary and currently operates under the name Guy Carpenter & Company, LLC. Likewise, several Reinsurance Agreements were negotiated through L.W. Biegler's Chicago offices. In 1998 GE Global Insurance Holding Company ("GE") acquired Kemper Re. GE was later renamed GE Reinsurance Corporation ("GE Re") and was also domiciled in Illinois. Most of the underlying declaratory judgment actions arose when Kemper Re or GE Re were Illinois corporations. Swiss Re acquired GE Re in 2006 and is licensed to transact business in Illinois. On information and belief, Swiss Re transacts business within Illinois and has provided coverage for Illinois companies and interests.

FACTUAL ALLEGATIONS

8. This Complaint concerns insurance and reinsurance obligations entered into throughout the 1970s and 1980s. Throughout that period, TIG (through its predecessors) was engaged in the business of providing various commercial property and casualty insurance coverage to corporations and commercial entities. TIG typically provided excess coverage, i.e., excess of underlying insurance or a self-insured retention of the policyholder.

- 9. As is typical in the insurance industry, for various reasons, TIG decided to purchase reinsurance protection to cover a portion of the insurance liabilities that TIG had assumed under the policies it had issued.
- 10. Reinsurance is an insurance contract issued to an insurer. The insurer purchasing the reinsurance is known as the "ceding insurer" or "cedent." TIG is thus the "ceding company" in this instance. A reinsurance contract provides a right of reimbursement when the cedent incurs losses or expenses by making payments or by participating in proceedings to resolve claims under insurance policies it has issued to others. The typical reinsurance agreement requires the cedent to pay its reinsurer a portion of the premiums collected from the insurance policies covered by the reinsurance agreement; in turn, the reinsurer is obligated to indemnify the ceding company for its agreed share of the claims and expenses incurred by the ceding company in connection with its policies.
- 11. From 1977 through 1985, TIG purchased reinsurance protection from Swiss Re on numerous occasions. A list of the relevant Reinsurance Agreements, including dates of coverage, limits of liability, and the identity of the underlying policyholders, is set forth as Exhibit A, which is incorporated herein by reference. In addition, a copy of each such Reinsurance Agreement in TIG's possession is incorporated and attached hereto as Exhibits B through LL.
- 12. Although many of the Reinsurance Agreements contain slightly different terms and conditions, at their core, all of them provide that Swiss Re was entitled to receive a share of the premiums that TIG received from its policyholders under reinsured policies. In turn, the Reinsurance Agreements all obligate Swiss Re to indemnify TIG for its specified share of claims and expenses incurred by TIG pursuant to the reinsured policies.

- 13. There is no dispute in this case regarding premium. In fulfillment of its contractual obligations, TIG has paid to Swiss Re all of the premiums properly due and owing to Swiss Re under the Reinsurance Agreements. Swiss Re has accepted and retained those premiums for its benefit.
- 14. In contrast, Swiss Re has failed to honor its contractual obligation to reimburse TIG for "expenses" it has incurred in connection with the reinsured policies issued by TIG.
- 15. Each of the Reinsurance Agreements contains substantially the following language regarding Swiss Re's obligation to cover a portion of TIG's expenses:

"All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits. . . ."

Kemper Re Facultative Reinsurance Certificate, Certificate No. 44282-7-00-80; Section E (emphasis added).

- 16. Over the years, TIG's policyholders have asserted various claims for coverage under the reinsured policies. Pursuant to its duties to its policyholders, after receiving notice of claims, TIG has performed an investigation of each claim to determine whether and in what amount it should be paid. Where TIG has determined that claims are covered, they have been paid, and the losses and expenses incurred by TIG have been ceded to Swiss Re.
- 17. On certain occasions, however, TIG's policyholders have refused to accept decisions by TIG that their claims (or portions thereof) were outside the scope or limits of coverage afforded by TIG's policies. Accordingly, TIG's policyholders initiated declaratory judgment actions, seeking a declaration that TIG was obligated to provide the requested coverage. Accordingly, TIG was forced to incur expenses investigating, defending, and

responding to those coverage claims. On other occasions, TIG sought to obtain an affirmative declaration that losses at issue were not covered.

- 18. TIG's actions in investigating, defending, and prosecuting these coverage determinations inured to the mutual benefit of TIG and Swiss Re. To the extent that TIG was successful in establishing that its policyholders' claims were improper, inflated, or outside the scope or limits of coverage, such a result reduced the amount of loss that Swiss Re was obligated to pay. TIG's actions also were necessary and proper to ensure that only covered losses were paid under its policies, a course of action that benefited Swiss Re as TIG's reinsurer.
- 19. The expenses TIG incurred in connection with its policyholder's claims for coverage are expenses covered by the plain language of the Reinsurance Agreements. Accordingly, Swiss Re is obligated to indemnify TIG for its specified percentage of those expenses.
- 20. After incurring expenses in connection with its policyholder's assertions of coverage, TIG has submitted requests to Swiss Re for reimbursement. Pursuant to the terms of the Reinsurance Agreement, TIG consistently invoiced Swiss Re for its proportionate share of those expenses as they were incurred, the remainder of which were borne by TIG. Swiss Re has refused to pay any such expenses.
- 21. TIG has incurred declaratory judgment coverage action expenses in connection with (among others) five (5) major policyholders. TIG has submitted requests to Swiss Re for reimbursement totaling \$329,728.34 in connection with TIG's expenses incurred in coverage actions with those five major policyholders. A breakdown of the specific amounts billed by TIG to Swiss Re on each of those policyholder accounts is as follows:

Atchinson-Topeka-Santa Fe \$ 69,274.83 Norfolk Southern Corp. \$ 59,853.27

| Phillip Morris | \$ 43,255.76 |
|---------------------------|------------------|
| Rockwell International | \$ 81,984.37 |
| United Technologies Corp. | \$ 75,360.11 |
| TOTAL | \$ 329,728.34 |

22. TIG has made repeated efforts to obtain Swiss Re's compliance with its contractual obligations. After years of discussions and negotiations regarding the issue, on December 27, 2007, TIG sent a final demand for payment. In that letter, TIG notified Swiss Re that it would initiate legal proceedings against Swiss Re if Swiss Re did not accept its obligations and indemnify TIG by January 24, 2008. Indeed, Swiss Re did not even respond to that letter. Despite that demand, Swiss Re has not paid declaratory judgment expenses as required by its contractual obligations.

COUNT I

DECLARATORY JUDGMENT

- 23. TIG hereby re-alleges Paragraphs 1 through 22 as though fully set forth herein.
- 24. TIG has fully performed its obligations under the Reinsurance Agreements.
- 25. Despite repeated demands, Swiss Re has failed to honor its obligation to reimburse TIG for its expenses incurred in coverage actions with TIG's policyholders. Further, Swiss Re refuses to cover such expenses incurred by TIG in the future.
- 26. Each Reinsurance Agreement constitutes a separate "contract or other written instrument" that is the subject of an actual controversy between TIG and Swiss Re. Pursuant to Fed. R. Civ. Proc. 57 and 28 U.S.C. § 2201, TIG is entitled to a declaration establishing its rights and Swiss Re's obligations under the Reinsurance Agreements.

WHEREFORE, plaintiff TIG respectfully requests the following relief:

- (A) A declaration that the provisions in the Reinsurance Agreements between TIG and Swiss Re regarding Swiss Re's obligations to indemnify TIG for its proportionate share of "expenses" includes coverage for expenses incurred by TIG in connection with declaratory judgment or coverage actions between TIG and its policyholders;
- (B) TIG's costs; and
- (C) Such other and further relief as may be just and proper.

COUNT II

BREACH OF CONTRACT

- 27. Plaintiff TIG hereby re-alleges paragraphs 1 through 26 as though fully set forth herein.
 - 28. TIG has fully performed its obligations under the Reinsurance Agreements.
- 29. Despite repeated demands, Swiss Re has failed to pay TIG the amounts properly due and owing under the Reinsurance Agreements.
- 30. Swiss Re's failure to pay TIG the amounts owed constitutes a material breach of the Reinsurance Agreements with TIG.
- 31. As a result of Swiss Re's material breach of its reinsurance agreements, TIG has suffered financial damages in an amount no less than \$329,728.34.

WHEREFORE, plaintiff, TIG respectfully requests the following relief:

- (A) A finding that Swiss Re has breached its Reinsurance Agreements with TIG;
- (B) Entry of a judgment in favor of TIG;

- (C) An award of contract damages against Swiss Re in an amount no less than \$329,728.34;
- (D) Pre-judgment interest;
- (E) TIG's costs; and
- (F) Such other and further relief that this Court deems just and proper.

Respectfully submitted,

TIG INSURANCE COMPANY

One of its Attorneys

Eric A. Haab Robin C. Dusek LOVELLS LLP 330 North Wabash, Suite 1900 Chicago IL 60611 (312) 832-4400 (312) 832-4444 (fax)

| 08CV184 JUDGE A | | | TG 1:08-cv-0 | 1846 D | ocument | 1-2 File | ed 03/31/ | 2008 Pa | age 1 | of 5 | |
|--------------------|------|--|---|---|---|--|--|---|---|---|-------------------------|
| MAGISII | XAIF | 0 0 40437-9-00-78 | 43785-1-00-84 | ਪ ਜੂ 40711-6-00-83 | 40711-6-00-82 | 40711-6-00-81 | 40711-6-00-80 | 40711-6-00-79 | 40711-6-00-78 | 40710-7-00-78 | CERTIFICATE NUMBER |
| | | Norfolk Southern | Atchison, Topeka & Santa Fe Railway Company | Atchison, Topeka & Santa Fe Railway Company | Atchison, Topeka & Santa Fe Railway Company | Atchison, Topeka & Santa Fe Railway Company | Atchison, Topeka & Santa Fe Railway Company | Atchison, Topeka & Santa Fe Railway Company | Atchison, Topeka & Santa Fe Railway Company | Atchison, Topeka & Santa Fe Railway Company | UNDERLYING POLICYHOLDER |
| | | 1/12/78 - 7/11/78 | 3/31/84 - 3/31/85 | 3/17/83 - 3/31/84 | 3/17/82 - 3/17/83 | 3/17/81 - 3/17/82 | 3/17/80 - 3/17/81 | 3/17/79 - 3/17/80 | 2/15/78 - 2/15/79 | 2/15/78 - 2/15/79 | REINSURANCE |
| | | \$1,000,000 each occurrence P/O \$2,000,000 each occurrence X/S \$41,000,000 each occurrence | \$1,000,000 any one occ. P/O; \$7,000,000 any one occ. P/O; \$100,000,000 ultimate net loss any one occ. X/S; \$100,000,000 ultimate net loss any one occ. X/S primary or SIR | 1) \$250,000 each occurrence P/O \$1,250,000 each occurrence P/O \$10,000,000 each occurrence X/S \$15,500,000 each occurrence 2) \$1,000,000 each occurrence P/O \$3,250,000 each occurrence P/O \$25,000,000 each occurrence X/S \$25,500,000 each occurrence | 1) \$250,000 each occurrence P/O \$1,250,000 each occurrence P/O \$10,000,000 each occurrence X/S \$15,250,000 each occurrence 2) \$1,000,000 each occurrence P/O \$4,600,000 each occurrence P/O \$25,000,000 each occurrence X/S \$25,250,000 each occurrence | 1) \$250,00 each occ. P/O \$1,250,000 each occ. P/O \$10,000,000 each occ. X/S \$15,000,000 each occ. 2) \$1,000,000 each occ. P/O \$3,750,000 each occ. P/O \$25,000,000 each occ. X/S \$25,000,000 each occ. | 1) \$250,000 each occ. P/O \$1,000,000 each occ. P/O \$10,000,000 each occ. X/S \$15,000,000 each occ. P/O \$2,750,000 each occ. P/O \$25,000,000 each occ. X/S \$25,000,000 each occ. | 1) \$250,000 each occ. P/O \$1,000,000 each occ. P/O \$10,000,000 each occ. X/S \$15,000,000 each occ. 2) \$1,000,000 each occ. P/O \$2,750,000 each occ. P/O \$25,000,000 each occ. X/S \$25,000,000 each occ. | \$250,000 each occurrence P/O \$1,500,000 each occurrence P/O \$10,000,000 each occurrence x/s \$15,000,000 each occurrence | \$1,000,000 each occurrence P/O \$3,150,000 each occurrence P/O \$10,000,000 each occurrence x/s \$40,000,000 each occurrence | REINSURANCE LIMITS |

| Case 1:08- | cv-01846 | Document 1-2 | Filed 03/3 | 1/2008 | Page 2 of 5 |
|---------------|---------------|---------------|---------------|---------------|---------------|
| 40697-4-00-82 | 40697-4-00-82 | 40697-4-00-81 | 40697-4-00-80 | 40697-4-00-79 | 40697-4-00-78 |

| NUMBER | UNDERLYING POLICYHOLDER COVERAGE DATES | COVERAGE DATES | REINSURANCE LIMITS |
|---------------|--|-------------------|---|
| 40697-4-00-78 | Norfolk Southern | 7/11/78 - 7/11/79 | 1) \$1,000,000 each occ P/O \$3,585,400 each occ P/O \$15,000,000 each occ X/S \$35,000,000 each occ. 2) \$1,000,000 each occ P/O \$3,000,000 each occ P/O \$10,000,000 each occ X/S \$50,000,000 each occ. |
| 40697-4-00-79 | 40697-4-00-79 Norfolk Southern | 7/11/79 - 7/11/80 | 1) \$1,000,000 each occ/agg. P/O \$25,000,000 each occ/agg. (where applicable) X/S \$25,000,000 each occ/agg. (where applicable) 2) \$1,000,000 each occ/agg. P/O \$25,000,000 each occ/agg. (where applicable) X/S \$50,000,000 each occ/agg. (where applicable) |
| 40697-4-00-80 | Norfolk Southern | 7/11/80 - 7/11/81 | 1) \$1,000,000 each occ/agg. P/O \$4,072,665 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. 2) \$1,000,000 each occ/agg. P/O \$4,699,964 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$50,000,000 each occ/agg. |
| 40697-4-00-81 | 40697-4-00-81 Norfolk Southern | 7/11/81 - 7/11/82 | 1) \$1,000,000 each occ/agg. P/O \$5,662,500 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. 2) \$1,000,000 each occ/agg. P/O \$5,625,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$50,000,000 each occ/agg. |
| | | | 7/11/82 - 7/11/83 Endorsement No. 1 |

CERTIFICATE

REINSURANCE

\$13,000,000 each occ. X/S \$2,000,000 each occ. S.I.R. or in excess of Insured

1) \$500,000 each occ. P/O \$5,000,000 each occ. P/O \$35,000,000 each occ. X/S

Primaries as indicated in Section II, Policy Limits, of this Certificate

2) \$1,500,000 each occ. P/O \$7,500,000 each occ. P/O \$75,000,000 each occ. X/S \$48,000,000 each occ. X/S \$2,000,000 each occ. S.I.R. or in excess of Insured

Primaries as indicated in Section II, Policy Limits, of this Certificate

Norfolk Southern

7/11/82 - 7/11/85

Norfolk Southern

7/11/82 - 7/11/85

\$13,000,000 each occ X/S \$2,000,000 each occ S.I.R. or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate

2) \$1,500,000 each occ P/O \$9,000,000 each occ P/O \$75,000,000 each occ X/S \$48,000,000 each occ X/S \$2,000,000 each occ S.I.R. or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate 7/11/83 - 7/11/84 Endorsement No. 3 1) \$500,000 each occ P/O \$5,600,000 each occ P/O \$35,000,000 each occ X/S

| Case | 1:08-cv-01846 | Document 1-2 | Filed 03/31/2008 | Page 3 of 5 |
|------|---------------|--------------|------------------|-------------|
| | | | | |

CERTIFICATE NUMBER

REINSURANCE UNDERLYING POLICYHOLDER COVERAGE DATES

REINSURANCE LIMITS

| 40062-1-00-80A 40062-1-00-81 | 40062-1-00-80 | 40062-1-00-79 | 40062-1-00-78 | 40062-1-00-77 | 48425-6-00-86 | Policy No. RR 2627 | Policy No. RR 2432 | 40697-4-00-82 |
|---|---|--|--|--|---|---|---|---|
| Rockwell International Corp. Rockwell International Corp. | Rockwell International Corp. | Rockwell International Corp. | Rockwell International Corp. | Rockwell International Corp. | Phillip Morris | Norfolk Southern | Norfolk Southern | Norfolk Southern |
| 10/1/80 - 10/1/81 10/1/81 - 10/1/82 | 4/1/80 - 10/1/80 | 4/1/79 - 4/1/80 | 4/1/78 - 4/1/79 | 4/1/77 - 4/1/78 | 1/1/86 - 1/1/87 | 7/11/85 - 7/11/86 | 7/11/83 - 7/11/84 | 7/11/84 - 7/11/85 |
| occ/agg. X/S \$60,000,000 each occ/agg. X/S Underlying \$1,000,000 each occ/agg. P/O \$28,000,000 each occ/agg. P/O \$40,000,000 each occ/agg. X/S \$60,000,000 each occ/agg. X/S Primary | \$1 000 000 pach occ/and B/O \$28 000 000 pach package B/O \$40 000 000 | \$1,500,000 each occ./agg. P/O \$18,000,000 each occ./agg. X/S \$60,000,000 each occ./agg. X/S Primary | \$1,000,000 each occ/agg P/O \$18,000,000 each occ/agg P/O \$40,000,000 each occ/agg X/S \$60,000,000 each occ/agg | \$1,000,000 each occurrence/aggregate P/O \$22,500,000 each occurrence/aggregate P/O \$40,000,000 each occurrence/aggregate X/S \$60,000,000 each occurrence/aggregate X/S \$60,000,000 each | \$2,000,000 each occ/agg (where applicable) P/O \$3,000,000 each occ/agg (where applicable) X/S \$17,000,000 each occ/agg (where applicable) X/S Underlying | \$2,000,000 P/O \$25,000,000 X/S \$25,000,000 | \$1,500,000 P/O \$13,000,000 X/S \$2,000,000 S.I.R. | 7/11/84 - 7/11/85 Endorsement No. 4 1) \$5,000,000 each occ P/O \$2,550,000 each occ P/O \$35,000,000 each occ X/S \$13,000,000 each occ X/S \$2,000,000 each occ S.I.R. or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate 2) \$1,500,000 each occ P/O \$7,100,000 each occ P/O \$75,000,000 each occ X/S \$48,000,000 each occ X/S \$2,000,000 each occ S.I.R. or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate. |

CERTIFICATE NUMBER

REINSURANCE UNDERLYING POLICYHOLDER COVERAGE DATES

| 43148-3-00-81 | 43148-3-00-80 | 43148-3-00-79 | 44282-7-00-84 | 44282-7-00-83 | 44282-7-00-81 | 44282-7-00-80A | 44282-7-00-80 | 41626-8-00-79 | 40062-1-00-83 | 40062-1-00-82 | NUMBER |
|--|--|---|---|--|--|--|---|---|---|---|-------------------------|
| - | United Technologies | United Technologies | Rockwell International Corp. | Rockwell International Corp. | Rockwell International Corp. | Rockwell International Corp. | Rockwell International Corp. | Rockwell International Corp. | Rockwell International Corp. | Rockwell International Corp. | UNDERLYING POLICYHOLDER |
| | 10/1/80 - 10/1/81 | 10/1/79 - 10/1/80 | 10/1/84 - 10/1/85 | 10/1/83 - 10/1/84 | 10/1/81 - 10/1/82 | 10/1/80 - 10/1/81 | 4/1/80 - 4/1/81 | 4/1/79 - 4/1/80 | 10/1/83 - 10/1/84 | 10/1/82 - 10/1/83 | COVERAGE DATES |
| 1) \$1,000,000 each occ/agg. P/O \$15,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S Primary. 2) \$1,000,000 each occ/agg. P/O \$10,000,000 each occ/agg. P/O \$100,000,000 each occ/agg. | 1) \$1,000,000 each occ/agg. P/O \$14,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S Primary 2) \$1,000,000 each occ/agg. P/O \$10,150,000 each occ/agg. P/O \$75,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary | 1) \$1,000,000 each occ/agg. P/O \$13,750,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/S Primary 2) \$1,000,000 each occ/agg. P/O \$5,000,000 each occ/agg. P/O \$50,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary | \$500,000 CSL each occ/agg (where applicable) P/O \$5,000,000 CSL each occ/agg (where applicable) X/S Primary | \$750,000 C.S.L. each occ/agg. (where applicable) P/O \$10,000,000 C.S.L. each occ/agg. (where applicable) X/S Primary | \$750,000 C.S.L. each occ/agg. P/O \$10,000,000 C.S.L. each occ/agg. X/S Primary | \$750,000 C.S.L. each occ/agg. P/O \$10,000,000 C.S.L. each occ/agg. X/S Primary | \$750,000 CSL each Occ/agg. P/O \$10,000,000 CSL each Occ/agg. X/S Underlying | \$500,000 each occ./agg. P/O \$10,000,000 each occ./agg. X/S \$120,000,000 each occ./agg. X/S Underlying. | \$1,250,000 each occ/agg. P/O \$28,000,000 each occ/agg. P/O \$40,000,000 each occ/agg. X/S \$60,000,000 each occ/agg. X/S underlying or S.I.R. | \$1,000,000 each occ/agg. (where applicable) P/O \$28,000,000 each occ/agg. (where applicable) P/O \$40,000,000 each occ/agg. X/S \$60,000,000 each occ/agg. (where applicable) X/S Primary | REINSURANCE LIMITS |

| Policy No. XSI 8884 United To | 63865-2-00-84 United T | 43148-3-00-83 United Technologies | 43148-3-00-82 United Technologies |
|-------------------------------|---|---|--|
| United Technologies | United Technologies | | |
| | \$ 10/1/84 - 10/1/85 o | \$ 10/1/83 - 10/1/84 o | 1 0 10/1/82 - 10/1/83 2 |
| | \$2,000,000 each occ.agg P/O \$15,000,000 each occ/agg P/O \$25,000,000 each occ/agg X/S \$25,000,000 each occ/agg X/S Underlying | \$1,000,000 each occ/agg P/O \$15,000,000 each occ/agg P/O \$25,000,000 each occ/agg X/S \$25,000,000 each occ/agg X/S Underlying | 1) \$1,000,000 each occ/agg. P/O \$15,000,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/S Underlying 2) Remains the same |

CERTIFICATE NUMBER

REINSURANCE UNDERLYING POLICYHOLDER COVERAGE DATES

REINSURANCE LIMITS

MAGISTRATE JUDGE VALDEZ

FACULTATIVE REINSURANCE CERTIFICATE



Kemper Reinsurance Company Long Grove, IL 60049 Telephone: 312/540-2600 TELEX 28 2501

Certificate Number 40710-7-00-78 Prior Certificate Number New

DOES HEREBY REINSURE:

| 1. Name and Add | ess of Reinsured Today and the |
|--------------------|--|
| (herein called the | COMPANY) with respect to the COMPANY'S policy hereinafter described in considerational Surplus Lines Insurance CoChicago, II. |
| of the premium at | COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment subject to the terms, conditions and amount of liability set forth herein as follows: |
| | The second secon |
| 2. Name of Insure | The Atchison, Topeka and Santa Fe Railway G |
| Address mon-1 | The Archison, Topeka and Santa Fe Pailton |

| Policy Number | RR 2015 Policy Period | and Santa Fe Railway Co., Etal |
|---|---|--|
| 1.0000000000000000000000000000000000000 | | From 2/15/78 To 2/15/79 |
| 3. Period of this | Certificate | r |
| 4. Schadulo of n | einsurance Afforded | From 2/15/78 To 2/15/79 |
| | einsurance Afforded | Date of Acceptance 2/15/78 |
| Section 1 | | =/ ±3/ 78 |
| TYPE OF | 77 | |
| INSURANCE | Excess Railro | oad Liability - |
| | | |
| Section II | | |
| POLICY JMITS | \$3,150,000 each occur | Irrendo Pio das see |
| -1)AII 1.2 | x/s \$40,000,000 each | errence P/O \$10,000,000 each occurrence |
| ection III | | |
| COMPANY | N: 7 +2 - | |
| ETENTION | Nil this Layer | |
| | | |
| ection IV | | |
| CC1101118 | | |
| EINSURANCE | | |
| | \$1,000,000 each occur | rrence P/O \$3 150 000 |
| | \$1,000,000 each occur \$10,000,000 each occu | rrence P/O \$3,150,000 each occurrence P/O |
| | \$1,000,000 each occur \$10,000,000 each occu | rrence P/O \$3,150,000 each occurrence P/O urrence x/s \$40,000,000 each occurrence |
| CCEPTED | | rrence P/O \$3,150,000 each occurrence P/O urrence x/s \$40,000,000 each occurrence |
| CCEPTED | \$1,000,000 each occur \$10,000,000 each occur mium Computation | rrence P/O \$3,150,000 each occurrence P/O urrence x/s \$40,000,000 each occurrence |
| Adjustable Premi | mium Computation | rrence P/O \$3,150,000 each occurrence P/O irrence x/s \$40,000,000 each occurrence |
| CCEPTED Reinsurance Pre Adjustable Premi | mium Computation | Installment Premium Due Date Amount Due |
| CCEPTED Reinsurance Pre Adjustable Premi | mium Computation | Installment Premium |
| Reinsurance Pre Adjustable Prem Adjustable gross re | mium Computation ium at \$.04 per \$1000.00 venues. | Installment Premium Due Date Amount Due |
| Reinsurance Pre Adjustable Prem Adjustable gross re | mium Computation ium at \$.04 per \$1000.00 venues. | Installment Premium Due Date Amount Due 2/15/78 \$5050.00 |
| Reinsurance Pre Adjustable Prem Adjustable gross re | mium Computation ium at \$.04 per \$1000.00 venues. | Installment Premium Due Date Amount Due 2/15/78 \$5050.00 Total Premium \$5050.00 |
| Reinsurance Pre Adjustable Premadjustable gross re Non-adjustable Premadustable | mium Computation ium at \$.04 per \$1000.00 venues. remium G.W. Biegler - Chicago, | Installment Premium Due Date Amount Due 2/15/78 \$5050.00 Total Premium \$5050.00 (subj. to 17.5% ceding commission) |
| Reinsurance Pre Adjustable Premadjustable gross re Non-adjustable Premadiustable Premadiustable | mium Computation ium at \$.04 per \$1000.00 venues. remium G.W. Biegler - Chicago, | Installment Premium Due Date Amount Due 2/15/78 \$5050.00 Total Premium \$5050.00 (subj. to 17.5% ceding commission) |
| Reinsurance Pre Adjustable Prema Adjustable gross re Non-adjustable Prema | mium Computation ium at \$.04 per \$1000.00 venues. remium G.W. Biegler - Chicago, | Installment Premium Due Date Amount Due 2/15/78 \$5050.00 Total Premium \$5050.00 (subj. to 17.5% ceding commission) |
| Reinsurance Pre Adjustable Premadjustable gross re Non-adjustable Premadiustable Premadiustable | mium Computation ium at \$.04 per \$1000.00 venues. remium G.W. Biegler - Chicago, | Installment Premium Due Date Amount Due 2/15/78 \$5050.00 Total Premium \$5050.00 (subj. to 17.5% ceding commission) It. |
| Reinsurance Pre Adjustable Premadjustable gross re Non-adjustable Premadustable | mium Computation ium at \$.04 per \$1000.00 venues. remium G.W. Biegler - Chicago, | Installment Premium Due Date Amount Due 2/15/78 \$5050.00 Total Premium \$5050.00 (subj. to 17.5% ceding commission) |
| Reinsurance Pre Adjustable Premadjustable gross re Non-adjustable Premadustable | mium Computation ium at \$.04 per \$1000.00 venues. remium G.W. Biegler - Chicago, | Installment Premium Due Date Amount Due 2/15/78 \$5050.00 Total Premium \$5050.00 (subj. to 17.5% ceding commission) IL te to be signed by an executive officer. Name Large of Museurger |
| Reinsurance Pre Adjustable Premadjustable gross re Non-adjustable Pron-adjustable Property | mium Computation ium at \$.04 per \$1000.00 venues. remium L.W. Biegler - Chicago, DF, the Reinsurer has caused this Certifica | Installment Premium Due Date Amount Due 2/15/78 \$5050.00 Total Premium \$5050.00 (subj. to 17.5% ceding commission) IL te to be signed by an executive officer. Name Large A. Museuger |

D 2804 8-76 2M

A RETENTION AND APPLICATION OF LIABILITY. The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

CANCELLATION. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date Ihis reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

It is understood and agreed that Cancellation Clause I is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 30 days, the total not to exceed 45 days in all."

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40710-7-00-78

REINSURED: International Surplus Lines Ins. Co.

INSURED: The Atchison, Topeka and Santa Fe Railway Co., Etal

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 2/15/78

In accordance with the premium adjustment for the period from February 15, 1978 to March 17, 1979, an Additional Premium of \$1,263.74 is now due.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40710-7-00-78

REINSURED: International Surplus Lines Insurance Co.

INSURED: The Atchison, Topeka and Santa Fe Railway Co., Etal

ENDORSEMENT NO.: 3

ENDORSEMENT EFFECTIVE DATE: March 17, 1979.

MAGISTRATE JUDGE VALDEZ

FACULTATIVE REINSURANCE CERTIFICATE



Kemper Reinsurance Company Long Grove, JL 60049 Telephone: 312/540-2600

| TELEX 28 2501 | 2.00 | Certificate Number 40711-6-00-78 |
|---------------------------------|--|--|
| DOES HEREBY RI | FIAICLIDE. | Prior Certificate Number New |
| | | |
| 1. Name and Add | dress of Reinsured Internati | onal Surplus Lines Insurance CoChicago, IL |
| of the premium a | e COMPANY) with respect to the C and subject to the terms, conditions | onal Surplus Lines Insurance CoChicago, IL COMPANY'S policy hereinafter described, in consideration of the payment and amount of liability set forth herein as follows: |
| | | and the state of t |
| Address To | The Atchison, Topel peka, Kansas | ka and Santa Fe Railway Co., Etal |
| | TILL TO ITS | 10d from 2/15/79 to 2/15 |
| 3. Period of this C | ertificate | From 2/15/78 10 2/15/79 |
| 4. Schedule of Bet | nsurance Afforded | |
| = | nsurance Attorded | Date of Acceptance 2/15/78 |
| Section I TYPE OF | | |
| INSURANCE | Excess Railroad | Liability |
| Continue II | | |
| Section II POLICY | 61 500 000 | |
| UMIS | x/s \$15,000,000 each oc x/s \$15,000,000 each | currence P/O \$10,000,000 each occurrence |
| Section III | | |
| COMPANY RETENTION | Nil this Layer | |
| Section IV REINSURANCE ACCEPTED | \$250,000 each occur | errence P/O \$1,500,000 each occurrence |
| ===: | | 200 100 X/S \$15,000,000 each occurrent |
| 5. Reinsurance Prem | 5 *** ********************************* | Cach Occurrence |
| | Comparantin | |
| X Adjustable Premiu | m 5 t | Installment Premium Due Date August Date |
| per \$1000 of | t rate of \$.208 gross Revenues | |
| I Non-adjustable Pre | mium | lotal Premium \$6912.50 |
| Intermediary L. | W. Biegler - Chicago | , IL |
| | | ficate to be signed by an executive officer. |
| | and the Columbia | Name longe 1. Messenger |
| | | Title Vice President |
| re Provisions and Slip | pulations of the Reinsurance Clause o | on the Reverse Side Hereof are Hereby Made a |

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RETENTION AND APPLICATION OF HABILITY. The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4. Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall lurnish the Reinsurer with a copy of its policy and all endursements thereto which in any manner allect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurei at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer dues not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the delense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss, in addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's griss loss payment.

2, With respect to reinsurance provided on a pro-rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance alforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums cedes! to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written nofice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insulvency proceeding, it shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proporfigurate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsmer.

CANCELLATION. Cancellation of the policy of the Company shall constitute autumatic cancellation of this Certificate. This Certificate may also be cancelled on a pin rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section 1,

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any aniendments thereto referred to in paragraph t, the obligations under this Certificale shall run to the Company and the Reinsurer shall have no obligalion to the original insured or anyone claiming under the policy(ics) reinsured

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly

In consideration of an additional premium of \$566.83, it is hereby understood and agreed that the Primary Policy and this Certificate are extended to expire March 17, 1979.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40711-6-00-78

REINSURED: International Surplus Lines Insurance Co.

INSURED: The Atchison, Topeka & Santa Fe Railway Co.

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: 2-15-79

FACULTATIVE REINSURANCE CERTIFICATE

Topeka, Kansas



Kemper Reinsurance Company Long Grove, IL 60049 Telephone: 312/540-2600 TELEX 28 2501

Certificate Number 40711-6-00-79 Prior Certificate Number 40711-6-00-78

DOES HEREBY REINSURE:

2. Name of Insured

Address

1. Name and Address of Reinsured International Surplus Lines Ins. Co., Chicago, IL (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

Atchison, Topeka & Santa Fe Railway Company

| Holicy Number 1 | Topeka, Kansas | |
|---------------------------------------|--|---|
| | 1 RR-2108 Policy Poriod | m 3-17-70/137-2-18 |
| 2 3.00000 | 1" RR=2100 and a | 3-17-79 (1)T03-17-80 |
| 3. Period of this C | ertificate | 3-17-79(2) 3-17-80 |
| | | m 3-17-79 To3-17-80 |
| 4. Schedule of Rei | insurance Afforded Dat | e of Acceptance 3-17-79 |
| Section I | Excess Railroad Liability n | odily Injury, Property Damage, FEL |
| TYPE OF | including Care, Custody and | odily Injury, Property Damage, FEL |
| INSURANCE | and (| control |
| Section II 1) | \$1,000,000 each occ P/O \$10 | ,000,000 each occ. X/S \$15,000,000 |
| POLICY | each occ. | ,000,000 each occ. X/S \$15,000,000 |
| LIMITS 2) | \$2,750,000 each occ. P/O \$25 | 000 000 000 |
| Englis III | each occ. | 000,000 each occ. X/S \$25,000,000 |
| section III | | |
| | Nil this layer | |
| 2) | Nil this layer | • |
| I | | |
| ection IV | | |
| EINSURANCE 1) | \$250,000 each occ. P/O \$1.000 | ,000 each occ. P/O \$10,000,000 |
| CCEPTED | each occ. X/S \$15,000,000 each | h oca |
| 2) | 94,000,000 each occ. P/O 69.7 | EO 0000 1 |
| | each occ. X/S \$25,000,000 each | nocc each occ. P/O \$25,000,000 |
| · · · · · · · · · · · · · · · · · · · | | |
| Reinsurance Pren | nium Computation | |
| | Install | ment Premium |
| Adjustable Premiu | un Dun D | late Amount Co. |
| 1) @ .0500 | per \$1.000 Gross Pevenue 3-1 | 17-79 1) \$7,310.25 2) \$7,541.0 |
| 2) @ .0400 | per \$1,000 Gross Revenue | |
| Non-adjustable Pre | | Premium 1) \$7,310.25 2) \$7.541 0 |
| | TOTAL 1 | |
| | (Suhi | to 17 58 goding 2) \$7,541.0 |
| Intermediary L | . W. Biegler, Chicago, IL | • to 17.5% ceding commission) |
| | | . to 17.5% ceding commission) |
| | . W. Biegler, Chicago, IL f. the Reinsurer has caused this Certificate to be sign | . to 17.5% ceding commission) |
| | F, the Reinsurer has caused this Certificate to be sig | . to 17.5% ceding commission) |
| | | . to 17.5% ceding commission) |
| WITNESS WHIFREOI | F, the Reinsurer has caused this Certificate to be significant to be significant. Name Title | to 17.5% ceding commission) and by an executive offer. Leage A. Messey SENIOR VICE PRESIDENT |
| WITNESS WHIFREOI | F, the Reinsurer has caused this Certificate to be sig | to 17.5% ceding commission) and by an executive office. Leage A. Message SENIOR VICE PRESIDENT |

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RETENTION AND APPLICATION OF LIABILITY. The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

tOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reinbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionale share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

CANCELLATION. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section 1.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 15 days, the total not to exceed 75 days in all."

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40711-6-00-79

REINSURED: International Surplus Lines Insurance Company

INSURED: Atchison, Topeka and Santa Fe Railway Co.

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: March 17, 1979

MAGISTRATE JUDGE VALDEZ

Kemper Reinsurance Company Long Grove, 1L 60049

Telephone: 312/540-2600 TELEX 28 2521 Facultative
Reinsurance
Certificate



Printed in U.S.A.

Certificate Number 40711-6-00-80 Prior Certificate Number 40711-6-00-79 Kemper Reinsurance Company DOES HEREBY REINSURE: 1. Name and Address of Reinsured International Surplus Lines Insurance Co. - Chicago, IL (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows: 2. Name of Insured Atchison, Topeka and Santa Fe Railway Company Address Topeka, KS Policy Number 1) RR 2209 Policy Period from 1) 3-17-80 To 3-17-81 2) RR2210 3-17-80_ 3. Period of this Certificate 3-17-81 3-17-80 To 3-17-81 4. Schedule of Reinsurance Afforded Date of Acceptance 3-17-80 Section I TYPE OF Excess Railroad Liability, Personal Injury, Property INSURANCE Damage, F.E.L.A., and CAre, Custody, and Control Section II 1) \$1,000,000 each occ. P/O \$10,000,000 each occ. X/S POLICY \$15,000,000 LIMITS \$2,750,000 each occ. P/O \$25,000,000 each occ. X/S \$25,000,000 each occ. Section III COMPANY Nil this layer RETENTION Nil this layer 2) 1) \$250,000 each occ. P/O \$1,000,000 each occ. P/O \$10,000,000 Section IV REINSURANCE each occ. X/S \$15,000,000 ACCEPTED 2) \$1,000,000 each occ. P/O \$2,750,000 each occ. P/O \$25,000,000 each occ. X/S \$25,000,000 each occ. 5. Reinsurance Premium Computation Installment Premium ☐ Adjustable Premium Due Date Amount Due 3-17-80 1) \$9000.00 2) \$8600.00 如 Non-adjustable Premium Total Premium 1) \$9000.00 2) \$8600.00 6. Intermediary L. W. Biegler, Inc. - Chicago, IL (subject to 17.5% ceding commission) IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed an executive offer Name Title Senior Vice President The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a D 2804 10-79 10M

RETENTION AND APPLICATION OF LIABILITY. The company warrants to retain for its own account or that rif its treaty reinsurerts) the amount of liability specified in Item 4. Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner attect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the detense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly tollowing receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. It the reinsurance allorded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insulvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall he chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer,

CANCELLATION. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of prentiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section 1.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported tosses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly

| AGISTRATE | JUDGE | VALDE 2 |
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| | | |

| Kemper Reinsurance Co Long Grove, IL 60049 | ompany | Facultative Reinsurance |
|---|---------------------------------------|----------------------------|
| Telephone: 312/540-2600 TELEX 28 2501 | · · · · · · · · · · · · · · · · · · · | Certificate |



| TELEX 28 2501 | | | Certificate | a time (d. 1 d. 1) |
|---|---|---|---|--|
| Kemper Reinsur (herein called th | ance Company | | Certificate Number 4071 | 1-6-00-81 |
| DOES HEREBY F | | | Prior Certificate Number | 40711-6-00-80 |
| | | ē. | 70 61 | e de la gent Gregoria de 1990. |
| 1. Name and Ad (herein called 1) of the premium | dress of Reinsured In the COMPANY) with rand subject to the ter | nternational States of the COA ms, conditions and | urplus Lines Ins. Co | hicago, IL d, in consideration of the paymen |
| 2. Name of Insur AddressTopeka | red Atchison Tor | oeka & Santa F | e Railway Company | as (Ollows: |
| Policy Number | p) (19) | Policy Period | From 3-17-81 To 3 | -17- 82 |
| 3. Period of this | Certificate | | 00 8800 = 80 5 6 | or delinear |
| 4. Schedule of Pa | einsurance Afforded | | From 3-17-81 To 3 | |
| ====================================== | | a 60 | Date of Acceptance3_17_8 | |
| Section I TYPE OF INSURANCE | Excess Person Bill of Ladin | al Injury, Prog & Foreign Ro | Operty Damage, Federal Emp | loyers Liability Act, |
| Section II POLICY LIMITS Section III COMPANY | 2 | | \$10,000,000 each occ X/S \$25,000,000 each occ X/S | \$15,000,000 each occ. \$25,000,000 each occ. |
| Section IV REINSURANCE | 1) NIL This La 2) NIL This La 1) \$250,000 ea \$15,000,000 ea 2) \$1,000,000 ea | ch occ P/O \$1 | ,250,000 each occ P/O \$10, \$3,750,000 each occ P/O \$2 | 000,000 each occ X/S 5,000,000 each occ X/S |
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| 3 Adjustable Premi | mium Computation ium , | · · · · · · · · · · · · · · | Installment Premium Due Date Amoun 3-17-81 | |
| Nön-adjustäble P | remium | | Total Premium 1) \$8125 Commission 20 | .00 2)\$6400.00 |
| Intermediary W | Biegler, Inc. | (25) | | % |
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| | | | Name / Curge 1. / | Menger |
| e Provisions and S rt of This Certifica | fipulations of the Rei | nsurance Clause on | Title Senior Vice Preside the Reverse Side Hereof are Hereby | Made a |
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RETENTION AND APPLICATION OF LIABILITY. The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay ils proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a nel basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written nolice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4. Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4. Section I.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph t, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

Kemper Reinsurance Company Long Grove, 1L 60049 312 540-2600 TWX 910 651 3571 Telex 28 2501

Telecopier (Low Speed) • 312|540-2494
Telecopier (High Speed-Express 9600) • 312|540-2265

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| Date: August 10, 1981 | | | | |
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| To: L.W. Biegler, Inc Wille M | arathlo | | | |
| 100th Floor, Sears Tower | | | | 1 |
| 233 South Wacker | • ga | | 1255 | |
| Chicago, IL 60606 | | | | |
| Your Reference # RR2298 and 2299 | , , , , , , , , , , , , , , , , , , , | | . 8 | |
| Our Certificate # 40711-6-00-81 | | | | |
| A/C Atchison, Topeka & Santa Fe Railway | Company | • 8 | h | · · · - |
| R/I International Surplus Lines Ins. Co. | | | and and affiliate | <u> </u> |
| € Enclosed is our Certificate # | ☐ Enclosed is our Endorsemen | | <u></u> | |
| ☐ Enclosed is a signed copy of your confirmation le | | 3-7 11 | | |
| YOUR PROMPT CONSIDERATION OF THE ITEM(S) |) CHECKED BELOW WILL BE ADDRESS | SI I TEN | | |
| ☐ Please forward a statement of values. | WILL BE AFFREC | JAIED. | | |
| ☐ Please forward inspection reports. | | * | 888 | |
| ☐ Please forward closing documents. | | | | |
| ☐ Account premium past due. Please remit or advise | e, | | | £3 |
| ☐ Other: | | | | |
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| | REMPER REINSURANCE COMPA | NY) | | |
| REPLY: | Susan Haas Facultative Reinsurance Assumed | | | - |

| Kemper | Reinsurance | Company |
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Long Grove, IL 60049 Telephone: 312/540-2600

TELEX 28 2501

Facultative Reinsurance Certificate



Kemper Reinsurance Company (herein called the Reinsurer) DOES HEREBY REINSURE:

Certificate Number 40711-6-00-82 Prior Certificate Number 40711-6-00-81

| or the premium? | and subject to the terms | Conditions === | both of the payment |
|--|---|---------------------------------------|--|
| | premium and subject to the terms, conditions and amount of liability set forth herein as follows: me of Insured Atchison, Topeka and Santa Fe Railway Company sistopeka, Kansas 2) RR 2388 | | |
| 2. Name of Insur | ed Atchison, Topek | ca and Santa | Fe Railway Company |
| Address opena, | Nall242 | #0 | 100 mm the control of |
| of the premium and subject to the terms, conditions and amount of line Company's policy of the premium and subject to the terms, conditions and amount of line 2. Name of Insured Atchison, Topeka and Santa Fe Railwa Address Topeka, Kansas Policy Number 1 PR 2388 Policy Period From 2. RR 2389 3. Period of this Certificate From 2. Period of this Certificate From 3. Period of this Certificate From 4. Schedule of Reinsurance Afforded Date of Section II TYPE OF INSURANCE See Endorsement No. 1 Section III COMPANY See Endorsement No. 1 Section IV REINSURANCE See Endorsement No. 1 Section IV REINSURANCE See Endorsement No. 1 ACCEPTED See Endorsement No. 1 Section IV REINSURANCE ACCEPTED Insurance Premium One Date Of Section III One Date Of Sec | From 3/1//82 To 3/17/83 | | |
| 1. Name and Address of Reinsured International Surplus Lines Insurance Company - Chicago, IL (herein called the COMPANY) with respect to the COMPANY's policy hereinafter described, in consideration of the paymen of the premium and subject to the terms, conditions and amount of liability set forth herein as follows: 2. Name of Insured Atchison, Topeka and Santa Fe Railway Company - Address Opeka, Kansas Policy Number 13-PRR 2388 | | | |
| 277 01.102 01 11.113 | erinicale | | From 3/1//82 To 3/17/83 |
| 4. Schedule of Re | insurance Afforded | | Date of Acceptance3/17/82 |
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| • . | See Endorsement | No. 1 | |
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| 5. Reinsurance Pres | mium Computation | | |
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| 🛘 Adjustable Premi | um | | -3/17/82 1) \$4687.50 2) \$3400.00 |
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| | | | Commission 20 % |
| 6. Intermediary L. | W. Biegler, Inc. | | Chicago Illinois space |
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| M WITNESS WHEREC | OF, the Reinsurer has cau | used this Certifica | ite to be signed by an executive officer |
| | | | Maria Maria |
| | | | Name - Mary Comments |
| | | | • |
| =. | | | Tide Senior Vice President |

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PRINTED IN U.S.A.

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COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE, Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to Involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits is shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving his reinsurance, with the full cooperation of the Company.

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The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

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PREMIUM_TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY, In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which It may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proporlionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cafficelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereaffer entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4. Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4. Section 1.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run to the Company, and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly

It is understood and agreed that this Certificate is amended to read as follows;

Section I - Type of Insurance:

- Excess Personal Injury, Property Damage, F.E.L.A., Bill of Lading and Foreign Rolling Stock
- 2) Excess Personal Injury, Property Damage and F.E.L.A.

Section II - Policy Limits:

- 1) \$1,250,000 each occurrence P/O \$10,000,000 each occurrence X/S \$15,250,000 each occurrence
- 2) \$4,600,000 each occurrence P/O \$25,000,000 each occurrence X/S \$25,250,000 each occurrence

Section III - Company Retention:

\$700,000 each occurrence - Other Layers

Section IV - Reinsurance Acepted:

- 1) \$250,000 each occurrence P/O \$1,250,000 each occurrence P/O \$10,000,000 each occurrence X/S \$15,250,000 each occurrence
- 2) \$1,000,000 each occurrence P/O \$4,600,000 each occurrence P/O \$25,000,000 each occurrence X/S \$25,250,000 each occurrence

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40711-6-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: Atchison, Topeka and Santa Fe Railway Company

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 3/17/82

| Long Grove, IL Telephone: 312 TELEX 28 2501 | | - 1 - 2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 | ······································ | Facultative Reinsurand Certificate | | K | MPER GI | ROL |
|---|---|---|--|--|---|--|-------------|-------------|
| Kemper Reinsur. (herein called th | ance Company e Reinsurer) | | | Certificate Num Prior Certificate | nber 40711 Number 4 | -6-00-83 0711-6-00 | -82 | |
| DOES HEREBY F | EINSURE: | | * | | 7 | | | |
| 1. Name and Ad | dress of Reinsured Inte | ernational | Cum 7. | - 1 2 ··· * | · • | | | |
| (herein called the of the premium | ne COMPANY) with respondent subject to the terms, | conditions and | MPANY'S | policy hereinaft of liability set | Irance Com er described, forth herein a | pany - Ch in considera is follows: | icago, IL | aymo |
| 2. Name of Insu | ed Atch ison Torok | a and Sant | 3 Fa 6 | | an v | | | |
| | Jackson Streets, | торека, ка | 6662 | <u> </u> | | | | |
| Toncy Number | 2) RR 2461 | Policy Period | 1 | From: 3-17-83 | <u> </u> | 17-86 | <u> </u> | |
| 3. Period of this | | - ∥ | | 3=17-83 From 3-17-83 | . • | 17-84 | | |
| 4 6 1 1 1 4 4 | | | | | <u></u> | 17-84 | | |
| 4. Schedule of Re | einsurance Afforded | - | | Date of Acceptar | ice 3-17-83 | 090 | 97 - 92 | |
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| IMITS | SEE ENDORSEMENT | NO. 1 | 50 0000000 | - 11 5 | E | | | |
| ection III | | | | | <u> </u> | | | |
| COMPANY | SEE ENDORSEMENT | NO. 1 | | | | | | |
| RETENTION | | | | | | • | 8 | · |
| | | | | | | | | |
| ection IV | CEE EUROP COUR | | | 4 | | | | <u> </u> |
| EINSURANCE CCEPTED | SEE ENDORSEMENT | NO. 1 | | | | | | |
| | | | | | | | | |
| Reinsurance Pre | mium Computation | | | | - | 177 | <u> </u> | |
| | | | 13 | istallment Premiu ue Date | | | | #C |
| Adjustable Prem | ium | - 11 | .3. | -17-83 | Amount (1) \$8125 | | 5600.00 | |
| | - | * | _ | | | | | |
| Non-adjustable F | remium | . 10 | | otal Premium | 1) \$8125. | | 5600.00 | _ |
| Intermediary _ V | L Biegler, Inc. | | | | | rø | | |
| | | | | | outh Wacke | | | |
| WITNESS WHERE | OF, the Reinsurer has cau | sed this Certific | | e signed by an e | executive office | cer. | • | |
| | | | | | me (| | | |
| | | | | le Facultati | | | | |
| Provisions and | Stipulations of the Reinsur | | | | | | | _ |

RETENTION AND APPLICATION OF LIABILITY. The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims Involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss, in addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro-rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shalf be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement here-tofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

If the reinsurance bereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph t, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In consideration of the Additional Premiums of 1} \$308.75 and 2) \$250.80, it is understood and agreed that the Primary Policy and this Certificate are extended to expire March 31, 1984.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40711-6-00-83

REINSURED: International Surplus Lines Insurance Company - Chicago, IL

INSURED: Atchison, Topeka and Santa Fe Railway Company

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: 3-17-84

It is understood and agreed that this Certificate is amended to read as follows:

SECTION I - Type of Insurance:

- Excess Personal Injury, Property Damage, F.E.L.A., Bill of Lading and Foreign Rolling Stock including E.I.L. coverage.
- Excess Personal Injury, Property Damage and F.E.L.A., Bill of Lading and Foreign Rolling Stock including E.I.L. coverage.

SECTION II - Policy Limits:

1) \$1,250,000 each occurrence P/O \$10,000,000 each occurrence X/S \$15,500,000 each occurrence.

. . . --

2) \$3,250,000 each occurrence P/O \$25,000,000 each occurrence X/S \$25,500,000 each occurrence.

SECTION III - Company Retention:

\$800,000 each occurrence - Other Layers.

SECTION IV - Reinsurance Accepted:

- \$250,000 each occurrence P/O \$1,250,000 each occurrence P/O \$10,000,000 each occurrence X/S \$15,500,000 each occurrence.
- 2) \$1,000,000 each occurrence P/O \$3,250,000 each occurrence P/O \$25,000,000 each occurrence X/S \$25,500,000 each occurrence.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40711-6-00-83

REINSURED: International Surplus Lines Insurance Company

INSURED: Atchison, Topeka and Santa Fe Railway Company

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 3-17-83

MAGISTRATE JUDGE VALDEZ

Kemper Reinsurance Company Long Grove, IL 60049

Telephone: 312/540-2600 TELEX 28 2501 Facultative Reinsurance Certificate



Kemper Reinsurance Company (herein called the Reinsurer) DOES HEREBY REINSURE:

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Certificate Number 43785-1-00-84
Prior Certificate Number 43785-1-00-83

1. Name and Address of Reinsured International Surplus Lines Insurance Company - Chicago, IL (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

2. Name of Insured Santa Fe Southern Pacific Corporation; Et al (See Endt. #1), Address 9th and Jackson Streets, Topeka, KS 66628 Policy Number RR 2527 Policy Period From 3-31-84 To 3-31-85 3. Period of this Certificate From 3-31-84 To 3-31-85 4. Schedule of Reinsurance Afforded Date of Acceptance 3-31-84 Section I EXCESS LIABILITIES - NANUSCRIPT FORM TYPE OF **INSURANCE** \$7.000,000 ANY ONE OCC P/O Section II \$100,000,000 ULTIMATE HET LOSS ANY ONE OCC X/S \$100,000,000 ULTIMATE HET LOSS ANY ONE OCC X/S PRIMARY OR SIR POLICY **LIMITS** \$500,000 ANY ONE OCC P/O Section III \$10,000,000 ULTIMATE NET LOSS ANY ONE OCC X/S : COMPANY PRIMARY OR SIR RETENTION Section IV \$1,000,000 ANY ONE OCC P/O REINSURANCE \$7,000,000 ANY ONE OCC P/O \$100,000,000 ULTIMATE NET LOSS ANY ONE OCC X/S ACCEPTED \$100,000,000 ULTIMATE NET LOSS ANY ONE OCC X/S PRIMARY OR SIR

| Э. | KEIRS | urance | : rremium | Computation |
|----|-------|--------|-----------|-------------|
| | | | | |

☐ Adjustable Premium

Installment Premium

Due Date 3-31-84

Amount Due \$2500.00

\$2500.00

Non-adjustable Premium

Total Premium
Commission

22.5

6. Intermediary L.W. Biegler

Chicago, IL

.IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by

be signed by a leave of the signed by a leave

Title Vice President

The Provisions and Slipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

D 2804-2 4-81 10M

THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

RETENTION AND APPLICATION OF LIABILITY. The Company warrants to retain for its own account or that of its treaty reinsurers) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the fiability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statulory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement herelofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly a d

It is understood and agreed that the Named Insured is amended to read as follows:

Santa Fe Southern Pacific Corporation and/or Subsidiary, affiliated and allied companies as now exist or may hereafter be constituted or reconstituted; and The Valley National Bank of Arizona as Trustee under the voting trust agreement dated November 22, 1983, under which the stock of Southern Pacific Transportation Company is held in voting trust; except as herein excluded.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 43785-1-00-84

REINSURED: International Surplus Lines Insurance Company

INSURED: Santa Fe Southern Pacific Corporation, Et al

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 3-31-84

FACULTATIVE REINSURANCE CERTIFICATE

08CV1846

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JUDGE ANDERSEN

MAGISTRATE JUDGE VALDEZ

Kemper Reinsurance Company

Long Grove, IL 60049 Telephone: 312/540-2600

TELEX 28 2501

Certificate Number 40437-9-00-78 Prior Certificate Number

New

TEMPER company

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Insurance Co.-Chicago, Il (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

| 2. Name of Insu Address | NOTTOTA GIIG WESLEIN RA | ilroad Company, | Etal. |
|---------------------------------------|---|---|------------------------|
| Policy Number | 8 North Jefferson Stre RR-2006 Policy Period | et, Roanoke, Vi | |
| | Tat 2000 Toncy Ferrior | From 1/12/78 | To 1/12/79 |
| 3. Period of this | | From 1/12/78 | To 1/12/79 |
| 4. Schedule of Re | einsurance Afforded | Date of Acceptance | 1/12/78 |
| Section I TYPE OF INSURANCE | Excess Railroad Liabili | ty | |
| Section II POLICY LIMITS | \$2,000,000 each occurrer | nce X/S \$41,000, | 000 each |
| Section III COMPANY RETENTION | Nil this Layer | | |
| Section IV REINSURANCE ACCEPTED | \$1,000,000 each occurren occurrence X/S \$41,000,0 | ce P/O \$2,000,00 | 00 each nce |
| . Reinsurance Pre | emium Computation | | |
| I Adjustable Prem | nium | Installment Premium Due Date Ai 1/12/78 | mount Due \$7000.00 |
| Non-adjustable F | Premium | Total Premium | \$7000.00 |
| Intermediary] | L. W. Biegler-Chicago, IL. | (Subj. to 17.5 | % ceding commission) |
| WITNESS WHERE | OF it is | | |

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

Vice President Title

The Provisions and Stipulations of the Reinsurance Clause on The Reverse Side Hereof are Hereby Made a Part of This Certificate.

THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

RETENTION AND APPLICATION OF LIABILITY. The company warrants to retain for 15 own account or that of its treaty reinsurers) the amount of habitity specified in Item 4. Section III of this Certificate, unless otherwise declared to the Keinsurer. The liability of the Reinsurer specified in Item 4. Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be habit for all taxes on preums ceded to the Reinsurer under this Certificate, it the premium this Certificate is on a net basic.

INSOLVENCY. In the event of the insolvency of the Company, reins ance under this Agreement shall be pavable by the Reinsurer on basis of the liability of the Company under the Reinsurance Agr ment, without diminution because of such insolvency, directly to Company or its liquidator, receiver or statutory successor, except otherwise specified in the statues of any state having jurisdiction the insolvency proceedings. The reinsurer shall be given written , tice of the pendency of each claim which may involve the reinsance afforded by this Agreement within a reasonable time after su claim is filed in the insolvency proceeding. It shall have the right investigate each such claim and interpose, at its own expense, in t proceeding where the claim is to be adjudicated any defense which may deem available to the Company or its liquidator, receiver statutory successor. The expense thus incurred by the Reinsurer sh be chargeable, subject to court approval, against the insolvent Co pany as part of the expense of liquidation to the extent of a prope lionate share of the benefit which may accrue to the Company sole as a result of the defense undertaken by the Reinsurer.

CANCELLATION. Cancellation of the policy of the Company shall co stitute automatic cancellation of this Certificate. This Certificate m also be cancelled on a pro rata basis by either the Company or tl Reinsurer by mailing written notice stating when, not less than thir 130) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether c account of premiums, commissions, claims, losses, adjustment expensions salvage or any other amount(s) due from one party to the other useder this certificate of reinsurance or under any other agreement here to force or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to an hazards or risks of loss or damage covered under the Company policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazard or risks of loss or damage specifically described in Item 4, Section 1 M

If the reinsurance hereunder attaches prior to the date of acceptance the Company warrants that there are no known or reported losse, which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

It is understood and agreed that Cancellation Clause I is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 30 days, the total not to exceed 60 days in all."

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40437-9-00-78

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railroad Company, Etal.

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 1/12/78

In consideration of a return premium of \$3,549.00 it is hereby understood and agreed that the Primary Policy and this Certificate are cancelled effective July 11, 1978.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40437-9-00-78

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railroad Company, Etal.

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: July 11, 1978

In consideration of a return premium of \$3,549.00 it is hereby understood and agreed that the Primary Policy and this Certificate are cancelled effective July 11, 1978.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40437-9-00-73

REINSURED: International Surplus Lines Insurance Company

INSURED: Horfolk and Western Railroad Company, Etal.

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: July 11, 1978

JUDGE ANDER REPORT -01846

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Filed 03/31/2008

Page 1 of 2

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MAGISTRATE JUDGE VALDEZ

FACULTATIVE REINSURANCE CERTIFICATE

2. Name of Insured Norfolk and Western Railroad Co.



Kemper Reinsurance Company Long Grove, IL 60049 Telephone: 312/540-2600 **TELEX 28 2501**

40697-4-00-78 Certificate Number Prior Certificate Number

DOES HEREBY REINSURE:

the standard and the feet of attaining each guirden. 1. Name and Address of Reinsured INTERNATIONAL SURPLUS LINES INSURANCE CO. (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the of the premium and subject to the ferms, conditions and amount of liability set forth herein as follows:

| Address & NO | rth Jefferson Street Roanoke, Virginia 24041 | |
|-------------------------------------|--|---------------------|
| Folicy Number | Policy Period From 7 LTT 178 To TATE 179 | |
| ar an saction, o | Was 2019 | |
| | reflicate to the second of the | |
| Section I, TYPE OF INSURANCE | Excess Railroad Liability | oper to seems. |
| Section II POLICY IMITS | 1) \$3,585,400 each occurrence P/O \$15,000,000 each X/S \$35,000,000 each occurrence. 2) \$3,000,000 each occurrence P/O \$10,000,000 each X/S \$50,000,000 each occurrence. | occurrence |
| Section III COMPANY RETENTION | \$300,000 each occurrence various layers. | Company of the com- |
| işka in musaliştik e | Children to China as males it would receive the state of the children china c | 1 |
| REINSURANCE ACCEPTED | T) \$1,000,000 each occ P/O \$3,585,400 each occ P/O each occ X/S \$35,000,000 each occ. 2) \$1,000,000 each occ P/O \$3,000,000 each occ P/O each occ X/S \$50,000,000 each occ. | STERRICH REN |

5. Reinsurance Premium Computation

Installment Premium

Name

Adjustable Premium 1) @ .006 per \$1000 grossie Date Revenue

Amount Due 6667.00

☐ Non-adjustable Premium

Total Premium

6667.00

L. W. Biegler Inc., Chicago,

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive

are a me blemmen

Vice President

The Provisions and Stigulations of the Reinsurance Clause on the Reverse Side Hereof are Hi

a literative to

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 1815 days, the total not to exceed 45 days in all."

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40697-4-00-78

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railroad Company

ENDORSEMENT NO.:1

ENDORSEMENT EFFECTIVE DATE: July 11, 1978

MAGISTRATE JUDGE VALDEZ

FACULTATIVE REINSURAN __ CERTIFICATE



Kemper Reinsurance Company Long Grove, IL 60049 Telephone: 312/540-2600 TELEX 28 2501

Certificate Number 40697-4-00-79
Prior Certificate Number 40697-4-00-78

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Ins. Co., Chicago, TI. (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

| 2. Name of Insure | | Way Company, Etal | |
|---------------------------|--|----------------------|--------------|
| Address | o North Jefferson Street | Roanoke Virginia | 24017 |
| Policy Number 1 | RR 2171 Policy Period | From1) 7-11-79 To 1) | |
| 2 | RR 2172 | 2) 7-11-79 2) | 7-11-80 |
| 3. Period of this C | Certificate | From 7-11-79 To | 7-11-80 |
| 4. Schedule of Re | insurance Afforded | Date of Acceptance | _7-11-80 |
| Section I | | | |
| TYPE OF INSURANCE | (SEE ENDORSEMENT NO. 2) | | |
| Section II | The state of the s | | |
| POLICY LIMITS | (SEE ENDORSEMENT NO. 2) | | |
| Section III COMPANY | | | |
| RETENTION . | (SEE ENDORSEMENT NO. 2) | | |
| Section IV REINSURANCE | | | |
| ACCEPTED | (SEE ENDORSEMENT NO. 2) | | |
| | | | |

5. Reinsurance Premium Computation

Adjustable Premium
1) (minimum+deposit)
2) N/A

Non-adjustable Premium

Non-adjustable Premium

Lotal Premium
1) \$10,000.00 2) \$3,000.00

Subj. to 17.5% ceding commission)

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by

Name Jung L. Merreye

title SENIOR VICE PRESIDENT

The Provisions and Sticard Cost - the Reinsurance Classe Part of This Certificate.

in the Hernot are Hereby Made a

THIS CERTIFICATE IS SUB IT TO THE FOLLOWING CON TIONS

RETENTION AND APPLICATION OF LIABILITY. The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

CANCELLATION. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section 1.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policytes reinsured.

The terms of this Certificate shall not be waived or changed as a second rement issued to form a part hereof, executed by authorized representative of the Reinsurer.

M

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 15 days, the total not to exceed 45 days in all."

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40697-4-00-79

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railway Company, Etal

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: July 11, 1979

It is hereby understood and agreed that this Certificate is amended to read as follows:

SECTION I - TYPE OF INSURANCE

Excess Railroad Liability, BI, PD, FELA, USL & HW Jones Act, Products and Completed Operations (In respect to Coal Car Mfg.) excluding Care, Custody and Control

SECTION II - POLICY LIMITS

- \$4,756,262 each occ./agg. P/O \$25,000,000 each occ./agg. (where applicable) X/S \$25,000,000 each occ./agg. (where applicable)
- 2. \$4,374,125 each occ./agg. P/O \$25,000,000 each occ./agg.
 (where applicable) X/S \$50,000,000 each occ/agg. (where applicable)

SECTION III - COMPANY RETENTION

- 1. Nil this layer
- 2. Nil this layer

SECTION IV - REINSURANCE ACCEPTED

- \$1,000,000 each occ./agg. P/O \$25,000,000 each occ./agg. (where applicable) X/S \$25,000,000 each occ./agg. (where applicable)
- \$1,000,000 each occ./agg. P/O \$25,000,000 each occ./agg. (where applicable) X/S \$50,000,000 each occ./agg. (where applicable)

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40697-4-00-79

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railway Company, Etal

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: July 11, 1979

| Kemper | Reinsurance | Com | pany |
|--------|-------------|-----|------|
|--------|-------------|-----|------|

Long Grove, IL 60049 Telephone: 312/540-2600

Kemper Reinsurance Company DOES HEREBY REINSURE:

TELEX 28 2501

08CV1846 TGJUDGE ANDERSEN

MAGISTRATE JUDGE VALDEZ Certificate Number

Facultative Reinsurance Certificate

Prior Certificate Number





40697-4-00-80

40697-4-00-79

| 1. Name and Address of Reinsured | International | Surplus | Lines | Ine | Co. | - Chiango | * * |
|----------------------------------|---------------|---------|--------|-----|----------|------------|-----|
| therein called the COMPANIA | | | 211103 | | <u>.</u> | - Circago, | ТL |

(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment

| | and subject to the terms, conditions and a | | bility set fort | h herein | as follows: |
|-----------------------------------|--|----------|-----------------|-----------|-------------|
| 2. Name of Insu | | | | | |
| Vagiess 9 I | orth Jefferson St. Roanoke | , VA 240 | 11 | | |
| Policy Number | 1) RR2272 Policy Period | From | 7-11-80 | To | 7-11-81 |
| 3. Period of this | 2) RR2273 | | 7-11-80 | <u></u> : | 7-11-81 |
| 3. reriod or inis | Certificate | From | 7-11-80 | To | 7-11-81 |
| 4. Schedule of R | einsurance Afforded | Date of | Acceptance | 7-11- | -80 |
| Section I TYPE OF INSURANCE | SEE ENDORSEMENT #1 | | | | |

| Section II POLICY LIMITS | SEE ENDORSEMENT #1 |
|-------------------------------------|--------------------|
| Section III COMPANY RETENTION | SEE ENDORSEMENT #1 |

| Section IV REINSURANCE ACCEPTED | SEE ENDORSEMENT #1 |
|---------------------------------------|--------------------|
| | |

5. Reinsurance Premium Computation

Installment Premium Adjustable Premium Due Date Amount Due 1) @.0056 per \$1000 Gross Revenue 7-11-80 \$9000.00 2) \$2800.00 2) Flat □ Non-adjustable Premium Total Premium 1) \$9000.00 \$2800.00 (subject to 17.5% ceding comm.) 6. Intermediary L. W. Biegler, Inc.

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

Name

Chicago, IL 60606

Title Senior Vice President

It is hereby understood and agreed that this Certificate is amended to read as follows:

Section I - Type of Insurance:

- 1) Excess Railroad Liability, Personal Injury, Property Damage Liability, Including Products and Completed Operations Liability, W.C.A. and/or FELA and/or O.D. and U.S.L.H.W. and Jones Act but excluding Care, Custody and Control
- 2) Excess Railroad Liability, Personal Injury, Property Damage Liability, Including Products and Completed Operations Liability, W.C.A. and/or FELA and/or O.D. and/or U.S.L.H.W. and Jones Act but excluding Care, Custody, and Control

Section II - Policy Limits:

- 1) \$4,072,665 each occ/agg. p/ \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg.
- 2) \$4,699,964 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$50,000,000 each occ/agg.

Section III - Company Retention:

\$225,000 each occ/agg. P/O \$8,000,000 each occ/agg. X/S \$2,000,000 each occ/agg.

Section IV - Reinsurance Accepted:

- 1) \$1,000,000 each occ/agg. P/O \$4,072,665 each oc/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg.
- 2) \$1,000,000 each occ/agg. P/O \$4,699,964 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$50,000,000 each occ/agg.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40697-4-00-80

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railroad Company

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 7-11-80

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 15 days, the total not to exceed 75 days in all."

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40697-4-00-30

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railroad Company

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: 7-11-80

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 15 days, the total not to exceed 75 days in all."

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40697-4-00-80

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railroad Company

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: 7-11-80

Kemper Reinsurance Company Long Grove, IL 60049

Telephone: 312/540-2600

TELEX 28 2501

Facultative Reinsurance Certificate



| Kemper Reinsurance Company (herein called the Reinsurer) |
|--|
| DOES HEREBY DEINISTING |

Certificate Number 40697-4-00-81 Prior Certificate Number 40697-4-00-80

| 2. Name of Insured Address 8 North | Norfolk | and West | tern Raf | Troad : | | | | - H | 1 24 | 95 |
|---------------------------------------|----------------|--------------|--------------|------------|------------------------------|---|---------|---------------------|--|--------------|
| Policy Number] |) RR 2362 | | Policy Peri | od . | From | 7-11-8 | To | 7-11-82 | //80 Ji | |
| 3. Period of this Ce | ?) RR 2363 | | | 374 | | 7-11-81 7-11-81 | | 7-11-82 7-11-82 | <u>. </u> | 3 |
| 4. Schedule of Rein | surance Affo | rded | • | | Date o | f Acceptar | | 100 | · 1 | a) हा है। |
| Section I TYPE OF INSURANCE | See Endo | rsement | #1 H | | # E | | | B . | | |
| Section II POLICY LIMITS | See Endo | rsement | #1 | | | f · · · · · · | | | * | |
| Section III COMPANY RETENTION | See Endo | rsement | #1. | | 201 | # # ## ## ## ## ## ## ## ## ## ## ## ## | | 90 90 • § | | |
| Section IV REINSURANCE ACCEPTED | See Endo | rsement | f1 | | 27 27 38 11 38 11 | * 6 | | | | 2 · 2 · . |
| 5. Reinsurance Prem | æ 3 | ation | | | Installm Due Dat 7-11- | ent Premiu le 31 | Amou | unt Due 000 • 00 | 2) \$2 | .400.00 |
| XNon-adjustable Pre | emium | | . 4. | * | Total Pro | | | 000.00 | 2) \$2 | 400.00 |
| . Intermediary | W. Biegler | Inc. | | 18 788 | ** | Chic | ago, IL | 90010 | | a - 1/8 |
| N WITNESS WHEREO | F, the Reinsur | er has cause | ed this Cert | ificate to | be sign | | 100 | | 1 4 361 1 12 6 | * |

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

It is understood and agreed that this Certificate is amended to read as follows:

Section I - TYPE OF INSURANCE: 1) Excess Personal Injury and Property Damage Liability, Including Products and Completed Operations Liability, W.C.A. and/or FELA and/or O.D. and U.S.L.H.W. and Jones Act But Excluding Care, Custody and Control Except on Both Terminal Operator's Policies.

2) Same as above

Section II - POLICY LIMITS: 1) \$5,662,500 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg.

2) \$5,625,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$50,000,000 each occ/agg.

Section III - COMPANY RETENTION: \$250,000 each occ/agg. P/O \$15,000,000 each occ/agg. X/S \$10,000,000 each occ/agg.

Section IV - REINSURANCE ACCEPTED: 1) \$1,000,000 each occ/agg. P/O \$5,662,500 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg.

2) \$1,000,000 each occ/agg. P/O \$5,625,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$50,000,000 each occ/agg.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40697-4-00-81

REINSURED: International Surplus Lines Ins. Co.

Norfolk and Western Railroad Co. INSURED:

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 7-11-81

| Kemper | Reinsurance | Company |
|------------|-------------|---------|
| Lana Carre | 11450040 4 | . , |

Long Grove, IL 60049 Telephone: 312/540-2600

TELEX 28 2501

08CV1846

TG

JUDGE ANDERSEN

MAGISTRATE JUDGE VALDEZ

Certificate Number

Facultative

Certificate

Reinsurance

40697-4-00-82

Prior Certificate Number

40697-4-00-81

Page 1 of 8

(herein called the Reinsurer) DOES HEREBY REINSURE:

Kemper Reinsurance Company

1. Name and Address of Reinsured International Surplus Lines Ins. Co. - Chicago, IL

(herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

| 2. Name of Insured Norfolk and Western Railway Address 8 North Jefferson Street, Roanoke, | Company, Etal | |
|---|-------------------------|----------------------|
| Policy Number 1) RR 2433 Policy Period | From 7-11-82 | To 7-11-85 |
| 3. Period of this Certificate | 7-11-82 From 7-11-82 | 7-11-85 - 7-11-85 |

| 4. Schedule of Reinsurance Afforded | Date of A |
|-------------------------------------|-----------|
| | |

| Date | of Acceptance | <u>/-11-82</u> |
|------|---------------|----------------|
| | | |

| SEE ENDORSEMENT #1 | ¥. | |
|---------------------|--|--|
| SEE ENDORSEMENT #1 | | |
| SEE ENDOR SEMENT #1 | | ı |
| SEE ENDOR SEMENT #1 | | |
| | SEE ENDOR SEMENT #1 SEE ENDOR SEMENT #1 | SEE ENDOR SEMENT #1 SEE ENDOR SEMENT #1 |

5. Reinsurance Premium Computation Installment Premium

| OM/djustable Premium (SUDject to annua) | review) | 7-11-82 7-11-83 |
|---|---------|--------------------|
| | • | 7-11-84 |

| 7-11-82 | 1) \$2892.86 | 2) | \$1620.00 |
|---------------|--------------|----|-----------|
| 7-11-83 | 1) T.B.D. | 2) | T.B.D. |
| 7-11-84 | I) T.B.D. | 2) | T.B.D. |
| Total Premium | | | |

6. Intermediary L. W. Biegler, Inc.

☐ Non-adjustable Premium

Chicago, IL 60606

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer

Name

Commission

Title Facultative Officer

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

It is understood and agreed that this Certificate is amended to read as follows:

Section I - Type of Insurance:

Excess Personal Injury and Property Damage Liability including coverages per Company's endorsement #1 on Policy #2433 and #2434

Section II - Policy Limits:

1) \$5,000,000 each occ. P/O \$35,000,000 each occ. X/S \$13,000,000 each occ. X/S \$2,000,000 each occ. S.I.R. or in excess of Insured Primaries as follows:

\$6,000,000 - In respect of Tugs/Barges \$10,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations) \$26,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations) \$100,000,000 - In respect of Owned Aircraft

2) \$7,500,000 each occ. P/O \$75,000,000 each occ. X/S \$48,000,000 each occ. X/S \$2,000,000 each occ. S.I.R. or in excess of Insured Primaries as follows:

\$6,000,000 - In respect of Tugs/Barges \$10,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations) \$26,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations) \$100,000,000 - In respect of Owned Aircraft

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40697-4-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railway Company, Etal

ENDORSEMENT NO.: 1 (page 1 of 2)

ENDORSEMENT EFFECTIVE DATE: 7-11-82

Section III - Company Retention:

\$800,000 each occ. P/O \$13,000,000 each occ. X/S \$2,000,000 each occ. S.I.R. or in excess of Insured Primaries as Indicated in Section II, Policy Limits, of this Certificate

Section IV - Reinsurance Accepted:

- 1) \$500,000 each occ. P/O \$5,000,000 each occ. P/O \$35,000,000 each occ. X/S \$13,000,000 each occ. X/S \$2,000,000 each occ. S.I.R. or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate
- 2) \$1,500,000 each occ. P/O \$7,500,000 each occ. P/O \$75,000,000 each occ. X/S \$48,000,000 each occ. X/S \$2,000,000 each occ. S.I.R. or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40697-4-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railway Company, Etal

ENDORSEMENT NO.: 1 (page 2 of 2)

ENDORSEMENT EFFECTIVE DATE: 7-11-82

In consideration of Additional Premiums of 1) \$2782.93 and 2) \$1558.44, it is understood and agreed that the Name of Insured is amended to read Norfolk Southern Corporation, Etal

Insured's Address: One Commercial Place Norfolk, VA 23510

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40697-4-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Western Railway Company, Etal

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: 7-25-82

It is understood and agreed that this Certificate is amended to read as follows:

Section II - POLICY LIMITS:

1) \$5,600,000 each occ P/O \$35,000,000 each occ X/S \$13,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as follows:

\$6,000,000 - In respect of Tugs/Barges

\$10,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations)

\$26.000.000 - In respect of Wharfinger/Stevedores/Terminal Liabilty (at various locations)

\$100,000,000 - In respect of Owned Aircraft

2) \$9,000,000 each occ P/O \$75,000,000 each occ X/S \$48,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as follows:

\$5,000,000 - In respect of Tugs/Barges

\$10.000.000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations)

\$26.000.000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations)

\$100,000,000 - In respect of Owned Aircraft

Section IV - REINSURANCE ACCEPTED:

1) \$500,000 each occ P/O \$5,600,000 each occ P/O \$35,000,000 each occ X/S \$13,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate. 2) \$1,500,000 each occ P/O \$9,000,000 each occ P/O \$75,000,000 each occ X/S \$48,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate.

Due Date 7-11-83 1) \$5207.14 2) \$2916.00 Installment Premium:

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40697-4-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk Southern Corporation, Etal

ENDORSEMENT NO.: 3

ENDORSEMENT EFFECTIVE DATE: 7-11-83

It is understood and agreed that this Certificate is amended to read as follows:

Section II - POLICY LIMITS: 1) \$2,550,000 each occ P/O \$35,000,000 each occ X/S \$13,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as follows: \$6,000,000 - In respect of Tugs/Barges \$10,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations) \$26,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations) \$100,000,000 - In respect of Owned Aircraft 2) \$7,1000,000 each occ P/O \$75,000,000 each occ X/S \$48,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as follows: \$6,000.000 - In respect of Tugs/Barges \$10,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations) \$26,000,000 - In respect of Wharfinger/Stevedores/Terminal Liability (at various locations) \$100,000,000 - In respect of Owned Aircraft

Section III - COMPANY RETENTION: \$500,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as indicated in Section II Policy Limits of this Certificate

Section IV - REINSURANCE ACCEPTED:

1) \$500,000 each occ P/O \$2,550,000 each occ P/O \$35,000,000 each occ X/S \$13,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate.

2) \$1,500,000 each occ P/O \$7,100,000 each occ P/O \$75,000,000 each occ X/S \$48,000,000 each occ X/S \$2,000,000 each occ SIR or in excess of Insured Primaries as indicated in Section II, Policy Limits, of this Certificate.

Installment Premium: Due Date 7-11-84 1) \$5785.71 2) \$3250.00 All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40697-4-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk and Southern Corporation, Etal

ENDORSEMENT NO.: 4

ENDORSEMENT EFFECTIVE DATE: 7-11-84

It is hereby understood and agreed that Endorsement No. 4 of this Certificate is amended to read as follows:

Installment Premium:

1) No Change

2) \$3240.00

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40697-4-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk Southern Corporation, Et al

ENDORSEMENT NO.: 4A

ENDORSEMENT EFFECTIVE DATE: 7-11-84

It is hereby understood and agreed that Endorsement No. 4 of this Certificate is amended to read as follows:

Installment Premium:

No Change \$3240.00

21

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40697-4-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: Norfolk Southern Corporation, Et al

ENDORSEMENT NO.: 4A

ENDORSEMENT EFFECTIVE DATE: 7-11-84

08CV1846 TG
JUDGE ANDERSENCV-01846 Document 1-17 Filed 03/31/2008 Page 1 of 2
MAGISTRATE JUDGE VALDEZ
MULTI-POLICY LINE CARD

| ACCOUNT Norfo | lk Souther | n Corpora | tion coverage | PI, PD, EL | Incl W.C.A. |
|--------------------------------------|--|---|---|---------------|-------------|
| COMPANY & ALLOCATION | POL. # P.P2432 TERM 182=85 | 12 12 - 2433 | POL. # 2434 R 2-2434 TERM 17/11/82-85 | POL.# TERM | TOTAL |
| DATE 7/21/82 INITIAL WP | 114175 31,500,000 P/o 313,000,000 VS | 11MITS 15,000,000 P/0 135,000,000 L 15,000,000 | 17/11/82-85 17/500,000 010 17,500,000 U | LIMITS | |
| Net | 87,500 | 12,500 | | 8 | |
| B-29 | 87,500 | 12,500 | | | |
| B-45 | 87,500 | 12,500 | 10 | | |
| 73-44 | 175,000 | 25,000 | | , | |
| 13-20 | 262,500 | 37,500 | | 8 | V. |
| Am Cent 40 D. Allen Mead Reclo | 200,000 | | | | |
| D. Allen | 20000 | | | | 160 |
| C.E. Heath | 300,000 | 1,200,000 | | | |
| IIE-LWB | 100,000 | | | 2 | |
| INARE | | 1,000,000 | 1,500,000 | | |
| Kemper | ti i | 500,000 | 1,500,000 | | |
| NYEX do | | 1,450,000 | 2,500,000 | , | |
| Beacon Clo A. Popple | | 500,000 | ¥ | | |
| Skardia | | 250,000 | (4) | | |
| ECDA | | | 1,000,000 | | |
| Guarantee 90 | | | 500,000 | | |
| Companies to C.E. Heath | | | 500,000 | | |
| LWB 56 (2/75) | 1,500,000 | 5,000,000 | 7,500,000 | | |

MULTI-TO, ICY LINE CARD EST REG. 1, 350,000 C

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|---------------------------|---------------------------------|----------------|----------------------|--|--------------------------|
| ACCOUNT | Olk + Souther | 4 4 (22) | 145.800 | USL+HW Tones | fer |
| | \$,47,502 | POL. 0 RR 2433 | POL. 1 1. 3434 | POL. 1 FR 2435 | FR 2452 |
| COMPANY & ALLOCATION | POL (1 RR 2432) TERM 7/11/83 84 | TERM Same | | [| FOTAL Same Fy2,500 |
| DATE 2/39/8.4 | LIHITS 1.5 mm pp 13mm | LIHITS | LIMITS 9mm 1/c 15mm | TERM 52 2 5 5 11 5 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 | 3,375,000 50,mmxs 26 |
| INITIAL DO | YS Jam. SIR | x5 Amm | 15 50 | 75mm x5 /25mm | 307 |
| liet | 57,500 | 13,500 | | | |
| _ Gul | 87,500 | 12,500 | | | |
| B84 | 87,500 | 12,50C | | | |
| 667 | 175,000 | 25,000 | | | |
| <u> 688</u> | 262,500 | 37,500 | | | |
| LWG % ITE Am. Cent. 16 | 100,000 | 400,000 | | | |
| Mead Reva | 300,000 | 200,000 | | | |
| 1-4/1211 | 300,000 | | | | |
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| Kenper | | .500,000 | 3 1,500,000 | | |
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| Transit Pas. M. JLK | | 5,00,000 | | | |
| INA Re | | 1,000,000 | 1,500,000 | | |
| INA RE | 9 | 1,900,000 | 5,000,000 | 3,250,000 | 3,375,00 |
| | | | 1,500,000 | 1,000,000 | |
| ECFA Nissian M | | | | 375,000 | |
| Nony Re | 1 | © | | 2,000,000 | |
| Resolve Car | · p. | | 7 | 2,000,000 | |
| I WB 56 (2/75) | | | | • | |

08CV1846 Case 1:08-CV-01846 Document 1-18 Filed 03/31/2008 Page 1 of 5 JUDGE ANDERSEN MAGISTRATE JUDGE VALDEZ

MULTI-POLICY LINE CARD

| | | | | DOI 4 | |
|---------------|---------------------|-----------------------|---------------------------------|--------------|--------------|
| N N | POL. # RR2625 | | POL.# RR2627 TERM 7-11-85/86 | POL.# | TOTAL |
| | TERM 7-11-85/84 | | | 1. | |
| 1-85 | LIMITS 360,000 % | LIMITS 400,000 P/o | LIMITS 2,000,000 Mo | LIMITS . | |
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| <u></u> | 100,800 | <u> </u> | | | |
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| L.W. Biegler Inc. 100th Floor - Sears Tower 233 South Wacker, Chicago 60606 3435 Wilshire Boulevard, Los Angeles 90010 | L.W. Biegler Inc. (N. Y.) 110 William Street, New York 10038 | | • |
|--|---|---|--------------------------------------|
| Z01 California Street, San Francisco 94111 KEMPER REINSURANCE CO. LONG GROVE, IL 60049 | ٦ | Date | 8/2/85 |
| Attention: LARRY SHARP | | | |
| FACULTATIVE REINSURA | ANCE MEA | AO | |
| We enclose details of your acceptance and your copy of our lyour certificate for our records. Remittance will be made in a | olicy/Cert | ificate for the cap with normal cred | otioned. Please forward it terms. |
| Please mark your reply: "For the attention of | ZALO /D. | ADAMCZYK | |
| CEDING COMPANY: INTERNATIONAL SURPLUS LINES INS. | . co. | POLICY NO | D: RR 2627 |
| NAME OF INSURED: NORFOLK SOUTHERN CORPORATION, | STAL | | 74 |
| ORIG. POLICY TERMS: from 7/11/85 | to_ | 7/11/86 | |
| ORIGINAL LIMIT: \$2,000,000 P/O \$25,000,000 XS \$25.0 (SEE ENDT. C) | 000,000 | PREMIUM:S PREPAID 🔯 | INSTALLMENTS |
| TYPE OF LIABILITY: SEE ENDORSEMENT B | | | |
| CEDING COMPANY RETENTION NIL THIS LAYER (\$160,000 | NET & T | REATY 1ST LAY | TER) |
| AMOUNT CEDED: \$1,000,000 | • | | 12 |
| CEDED PREMIUM: \$54,000 CEDING CMSN: 1 | 5% | NET CEDED:\$ | 45,900. |
| Remarks: CANCELLATION CLAUSE REQUIRED ORIGINAL PI | 225 | Market C. The State | EED 105 DAYS |

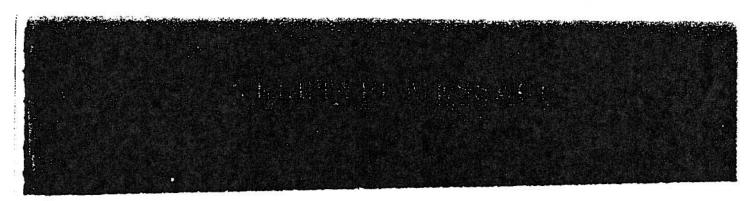
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| L.W. Biegler Inc. | L.W. Biegler Inc. (N. Y.) |
|---|--------------------------------------|
| 100th Floor - Sears Tower 233 South Wacker, Chicago 60606 3435 Wilshire Boulevard, Los Angeles 90010 | ☐ 110 William Street, New York 10038 |
| 201 California Street, San Francisco 94111 | |
| KEMPER REINSURANCE CO. HIGHWAY 22 LONG GROVE, ILLINOIS 60049 | Date JUNE 19, 1986 |
| MR. L. SHARP | |
| Attention: | |
| FACULTATIVE REINSU | DANCE MEMO |
| We enclose details of your acceptance and your copy of our your certificate for our records. Remittance will be made in Please mark your reply: "For the attention of | accordance with normal credit terms. |
| CEDING COMPANY: INTERNATIONAL SURPLUS LINE | S INS. CO. POLICY NO. RR 2627 |
| NORPOLK SOUTHERN CORP | POLICY NO: |
| NAME OF INSURED: | 5-31-86 |
| ORIG. POLICY TERMS: from | (0 |
| TYPE OF LIABILITY: RAILROAD LIABILITY OFFICE COMPANY DETENTION. NIL THIS LAYER | 387 |
| CEDING COMPANY RETENTION: | |
| AMOUNT CEDED: \$1,000,000 | |
| CEDED PREMIUM: \$1,516.00 CEDING CMS | N: |
| Remarks: SEE ENDORSEMENT G | energy of a special constraint |
| T.TT | CREMIT |

| L.W. Biegler Inc. | L.W. Biegler Inc. (N. Y.) |
|---|--|
| 100th Floor - Sears Tower 233 South Wacker, Chicago 60606 3435 Wilshire Boulevard, Los Angeles 90010 | ☐ 110 William Street, New York 10038 |
| 201 California Street, San Francisco 94111 | |
| KEMPER REINSURANCE CO. HIGHWAY 22 LONG GROVE, ILLINOIS 60049 | Date JANUARY 21, 1986 |
| LARRY SHARP Attention: | |
| FACULTATIVE REINSU | RANCE MEMO |
| We enclose details of your acceptance and your copy of our your certificate for our records. Remittance will be made in | |
| Please mark your reply: "For the attention of | DPALO : |
| CEDING COMPANY: INTERNATIONAL SURPLUS LINES II | POLICY NO: RR 2627 |
| NAME OF INSURED: HORFOLK SOUTHERN CO | RP |
| ORIG. POLICY TERMS: from 12-31-85 | to5-31-86 |
| ORIGINAL LIMIT: \$2,000,000 PART OF \$25,000,000 EXCESS \$25,000,000. | PREMIUM: \$48,484. PREPAID INSTALLMENTS |
| TYPE OF LIABILITY: SKR ENDORSKMENT B | |
| CEDING COMPANY RETENTION: | |
| AMOUNT CEDED: \$1,000,000 | <u> </u> |
| CEDED PREMIUM: \$24,242 CEDING CMSN | : |
| Remarks: | |
| SEE ENDT E | * * * * * * * |



LJT



EASYLINK 6186102A001 10JAN86 15:21/15:29 EST

FROM: 282501 KEMPROORE LNGR

KEMPER REINSURANCE CO

TO: 254597

JANUARY 10, 1986

TO: MIKE GARAFALO

RE: ISLIC / NORFOLK SOUTHERN CORP.

EFFECTIVE 7/11/85 CERT. # 40497-4-00-85 IS CANCELLED. EFFECTIVE 12/31/85 I BOUND THE SAME LINE UNDER CERT. # 40497-4-00-85 EFF 12/31/85 TO 7/11/86. \$1M P/O 25M X 25M AT 720,611 PLUS 10/ FOR RAILROAD AND 49,678 PLUS 10/ FOR NORTH AMER. VAN LINES. 10/ IS BROKER COMMISSION. THESE THEN ARE NET FIGURES TO US. X POLL ABS. CEDING COMM. WILL BE 20/. THIS IS VERIFTY THAT THE INSURED WAS BARE FROM 7/11/85 TO 12/31/85 WHERE UPON COVER WAS FINALLY BOUND.

REGARDS: LARRY SHARP KEMPER RE (312) 540-2893

MINIM

MAGISTRATE JUDGE VALDEZ

| Kemper | Reinsurance, | Company |
|--------|--------------|---------|
|--------|--------------|---------|

Long Grove, IL 60049 Telephone: 312 | 540-2600

TELEX 28 2501 (Alternate: 275-383)

TELECOPIER 312-540-2014

X

Facultative Reinsurance Certificate



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| ் இது நிழுத்தது. அவனையுள்ள நடிக்க கண்ணும் இது | 00.00 M // // // // // // // // // // // // / | Certificate Number 48425-6-00-86 |
| Kemper Reinsurance Company | | Prior Certificate Number New |
| (herein called the Reinsurer) | | James Ayla 1944 September 1944 September 1944 |
| DOES HEREBY REINSURE: | | The property of the control of the c |
| 1. Name and Address of Reinsured Non | th River Insuran | ce Company - Morristown N.T |
| (herein called the COMPANY) with resp | ect to the COMPANY'S | S policy hereinafter described, in consideration of the payment of liability set forth herein as follows: |
| Calling of the comment of the commen | Carltheil Di | ି । ପୁର୍ବର ' ପ୍ରାୟମ ଓ ଅଧିକ୍ରମଣ ଓ ୧୫୫୯ ପ୍ରତ୍ୟୁକ୍ତୟକ ମଧ୍ୟ ହେବ ଓ ଓଡ଼ିଆ ଓ ଅନ୍ୟୁକ୍ତ |
| 2. Name of Insured Phillip Morris | , Inc. / General | Foods Corporation - Secretary Acres 18 18 18 18 18 18 18 18 18 18 18 18 18 |
| Address 120 Park Avenue, New Yo | ork, NY 10017 | and the control of the second |
| Policy Number 522 0539892 | Policy Period | From 1/1/86 To 1/1/87 |
| 3. Period of this Certificate | on til suseis, for the in the | From 1/1/86 To 1/1/87 |
| 4. Schedule of Reinsurance Afforded | a a tanan ay maga sa sa sa | Date of Acceptance 1/15/86 g. |
| Section 1 22 2 2000 | Societies Due sisco and | THE LOOKS OF THAT I GOLDENS CONTINUES ON THE CONTINUES. |
| TYPE OF EXCESS UMBRELL | A LIADILITY | endoused the face of the control of |
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| | H OCC/AGG (WHERE | |
| LIMITS \$17,000,000 EA | CH OCC/AGG (WHER | |
| RETENTION \$3,000,000 EAC | OCC/AGG (WHERE AL H OCC/AGG (WHERE CH OCC/AGG (WHERE | APPLICABLE) X/S UNDERLYING |
| Section IV. 12.14 Provided Brandwidth upp | is reinsurance, with the | DEFECTIVE AT STATE OF THE STATE |
| REINSURANCE \$2,000,000 EACH | H OCC/AGG: (WHERE | APPLICABLE) P/O |
| ACCEPTED \$3,000,000 EAC | H"OCC/AGG (WHERE | APPLICABLE) X/S CONTROL OF THE PROPERTY OF THE |
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| 5. Reinsurance Premium Computation | which appears (Note | Installment Premium and by maying within a control of the |
| AOTICE OF OCCURRENCE, Promper manner shall | i he given the Reinsurer | Due Date: on this circle (Amount Due and the procedure of an analysis) |
| Adjustable Premium | €** | 1710/8600 04 005 to \$200,000,004 0 0040 000400 000400 |
| mee and the second section in this remain | | |
| Deciron and the at the preparation me | | 72 S LEZON OF THE ASSESSMENT OF THE DATE OF THE SECOND |
| ☐ Non-adjustable Premium, and all endor "`anv manner direct this Certificate, and dud | i make available for in- | Total Premium \$200 000 00 |
| Distriction of the property of all and an entire property of the property of t | - Anger offersels of the golds | 56 C C 100 C 100 60 To g 1 6 6 7 100 C 106 C 100 C 100 C |
| 6. IntermediaryRichard Whiley, Inc. | | - 13401000 SECCESTON 124- EXEMPERATION OF THE SECRET SPECIAL CONTRACTOR |
| | | LICOGEGINAMINE DE TINO E 10 PE EGINGUENTAN GENERA ME LE |
| IN WITNESS WHEREOF, the Reinsurer has a | recording conditions caused this Certificate (| to be signed by an executive officer: The common streets and the |
| step of the state of the contract of the | Continue shall include | and the first of the first of the second of |
| coass otherwise declared to the Remourer. The hability of the Roue | | Name Cords of the American Control of the State |
| amount of hability specified in flem 4, Section | | the insulvency poccedings. The values shall be given written no- |
| SCENAL DE COD ACONE VICO DOS ACIDENTES DE Comision volucione o remina de la comision de la company consistantes de la company religiações de la company religiações de la company religiações de la company de la co | | Title Facultative Officer |
| ₹ | | Combany of its four faire receiver of Figures v succession exemit to |
| The Provisions and Stimulations of the Rei | insurance Clause on the | Reverse Side Hereof are Hereby Made a |

Part of This Certificate.

THIS CERTICICATE IS SUBJECT TO THE FOLLOWING CONDITIONS

The Provisions and Sliputations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a

RETENTION AND APPLICATION OF LIABILITY. The Company warrants retain for its own account or that of its treaty reinsurer(s) the mount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that not the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company, should and while y, inc.

COOPERATION OF COMPANY. The Company shall furnish the Reinswer with a copy of tis policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in con-Get Asiys able premum

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence on accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUES. While the Reinsurer does not under the to investigate or defend claims of suits, it shall nevertheless have the right and be given the oppositually to associate with the Company and its representatives at its law of suits. It shall never the company of suits and the co of carry colaim, suit or proceeding involving this reinsurance, with the full cooperation of the Company:

LOSS PAYABLE. All claims myolying this reinsurance when selled by the company, shall be binding on the Reinsurance which shall be binding on the Reinsurance which shall be bounded. to paylis proportion of sith sellement productly tellowing herein's buffcopy priple militims, commissions, claims, losses, adjustment expense, of prisop of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses incurred by the Company in the investigation and cettlemast E claims or suits, as follows DOO noticed Early and ceess of loss basis E

in The Pariso that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been abiained, viroused

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the cov-

erage provided.

POLICY PERIOD 522 0539892 **G**'oiscy Number SALVAGE: The Reinstyrentwilling paident credited by the Company

with புடி முறையூடை of salvage, 135 reinburgament நூன்றையூடி முறுமுற்று ery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the Excess 811 foss basis, salvage shall be applied in the inverse brider id Maichigaphilyaitaquesci Reinsured North River Insurance

PREMIUM, JAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for THIS CONTINUENTED SON A TIEN BASIS. Kemper Reinsutance Company

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement without diminution because of such insolvency, directly to the

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TELEA 23-25

Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem alsitable lok the Wompan 38 its tiquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court-approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportional estimate of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

Lance Bation of the post 000 the Occurrency shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer. by mailing written notice stating when such cancellation shall be effective. Such

The Event of property of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such Seliber 197 (WHERE MAPPLICABLE) X/S UNDERLYING

YOFESET (CLADSE) The Beinsurer may offset any balance(s), whether on salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinstrick which her acting as a stimulation of the Reinstrick of the Reinstrick of the Reinstrick of the Reinstrick of the Reinstructure of the Reinstrick of the Rein

APPLICABLE) P/O

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certifireceptain our power company and the keinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

O.... IN CIDENTEL OFSCHOOL IN COUNCESTION OF THE DESCHOOL INTERMEDIARY CLAUSE The intermediary named herein is hereby recognized as the intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, loss adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to the Company on the Reinsurer through the Intermediary. Payments by the Company to the Intermediary shall be deemed to constitute payment to the Reinsurer to the Intermediary shall be deemed only to constitute payment to the Company to the extent that such payments are actually received by the Company.

Leritricale

.... gietini... The perms of this Certificate shall not be waived or changed except by endorsement issued to form a part there. authorized representative of the Reinstreth and



MAGISTRATE JUDGE VALDEZ

ACULTATIVE REINSURANCE CERTIFICATE



Kemper Reinsurance Company Long Grove, IL 60049 Telephone: 312/540-2600 **TELEX 28 2501**

Certificate Number 40062-1-00-77 Prior Certificate Number NEW

DOES HEREBY REINSURE:

1. Name and Address of Reinsured INTERNATIONAL SURPLUS LINES INSURANCE COMPANY, Chicago, IL (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

| 2. Name of Insu | red ROC | KWELL INTERNATIO | NAL COR | PORATION | | | |
|---------------------------------------|-------------------|--|----------------------|--------------------------|----------------|--------------------------|------------------------|
| Address | 600 Grant | Street, Pittsbu | rgh, Pe | nnsylvani | ia | | |
| Policy Number | XSI3741 | Policy Period | From | 4-1-77 | To | 4-1-78 | |
| 3. Period of this | Certificate | | From | 4-1-77 | To | 4-1-78 | |
| 4. Schedule of R | deinsurance Affor | ded | Date o | f Acceptance | Aŗ | oril 1, 19 | 77 |
| Section I TYPE OF INSURANCE | FOLLOW | VING FORM EXCESS | LIABIL | ITY | | | |
| Section II POLICY LIMITS | \$22,50 occuri | 00,000 each occurrence/aggregate | rrence/a X/S \$60 | aggregate ,000,000 | P/O each | \$40,000,0 occurrence | 00 each e/aggregate |
| Section III COMPANY RETENTION | occuri | 0,000 each occur cence/aggregate 1 60,000,000 each o | P/O \$40, | .000.000 | each | 22,500,00 occurrenc | 0 each e/aggregate |
| Section IV REINSURANCE ACCEPTED | occurr | 0,000 each occur ence/aggregate I 0,000,000 each o | P/O \$40. | 000.000 | each | 22,500,00 occurrence | 0 each e/aggregate |
| 5. Reinsurance P | remium Computa | ition | | | | | |
| ☐ Adjustable Pre | mium | | Due Dat | ent Premium te -77 | Amount \$20 | Due 00.00 | |
| 🙀 Non-adjustable | Premium | | Total Pro | | | 00.00 | |
| 6. Intermediary | GUY CAR | PENTER AND COMPA | (subje NY, INC | ct to 209 | t ced: | ing commis | sion) |
| IN WITNESS WHER | | er has caused this Certificat | | | | | yel- |
| | | | Title | VICE I | PRESI | • | |

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The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

RETENTION AND APPLICATION OF LIABILITY. The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

Case 1:08-cv-01846

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment,

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability hears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all laxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

CANCELLATION. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement here-tofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section 1.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly tuthorized representative of the Reinsurer.



ENDORSEMENT # 1 .

Issued By

KEMPER REINSURANCE COMPANY

| Effective | 4-1-77 | • |
|-----------|--------|---|
|-----------|--------|---|

Attached to and Forming Part of Certificate Number 40062-1-00-77

It is understood and agreed that Cancellation Clause I is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 10 days, the total not to exceed 40 days in all."

All other terms and conditions of this Certificate remain unchanged.

A/C ROCKWELL INTERNATIONAL CORPORATION

R/I INTERNATIONAL SURPLUS LINES INSURANCE CO.



ENDORSEMENT

2

Issued By

| TOTAL TOTAL CONTENTS | KEMPER | REINSURANCE | COMPANY |
|----------------------|--------|-------------|---------|
|----------------------|--------|-------------|---------|

| | Effective_ | 4-1-77 | • |
|-----------------|-------------------|--------------------|---------------|
| Attached to and | l Forming Part of | Certificate Number | 40062-1-00-77 |

It is hereby understood and agreed that this Certificate is amended to include the following clause:

"The Intermediary named herein is hereby recognized as the Intermediary negotiating this reinsurance through which all premiums, loss payments and communications relating to business hereunder shall be transmitted by the parties and which is authorized to receive notice of cancellation on behalf of the Company and the Reinsurer."

A/C ROCKWELL INTERNATIONAL CORPORATION

R/I INTERNATIONAL SURPLUS LINES INSURANCE CO.

Lunga A. Merrenga

All other terms and conditions of this Certificate remain unchanged.

ENDORSEMENT # 3

Issued By

KEMPER REINSURANCE COMPANY

Effective 4-1-77

Attached to and Forming Part of Certificate Number 40062-1-00-77

It is hereby understood and agreed that this certificate is amended to read as follows:

Section II -- Policy Limits

\$22,500,000 each occurrence/aggregate P/O \$40,000,000 each occurrence/aggregate X/S \$60,000,000 each occurrence/aggregate X/S Primary

Section III -- Company Retention

\$2,000,000 each occurrence/aggregate P/O \$22,500,000 each occurrence/aggregate P/O \$40,000,000 each occurrence/aggregate X/S \$60,000,000 each occurrence/aggregate X/S Primary

Section IV--Reinsurance Accepted

\$1,000,000 each occurrence/aggregate P/O \$22,500,000 each occurrence/aggregate P/O \$40,000,000 each occurrence/aggregate X/S \$60,000,000 each occurrence/aggregate X/S Primary

All other terms and conditions of this Certificate remain unchanged.

A/C ROCKWELL INTERNATIONAL CORPORATION

R/I INTERNATIONAL SURPLUS LINES INSURANCE CO.

' FACULTATIVE REINSURANCE CERTIFICATE



Kemper Reinsurance Company Long Grove, IL 60049 Telephone: 312/540-2600 TELEX 28 2501

Certificate Number 40062-1-00-78
Prior Certificate Number 40062-1-00-77

DOES HEREBY REINSURE

| DOES HEKERA KEINZOKE: | | | | |
|---|---------------------------------------|-----------------|-------------------------|---------------------------|
| 1. Name and Address of Reinsured Intern | ational Surply | ıs Lines | Insuranc | e CoChicago,II |
| (herein called the COMPANY) with respect to t | the COMPANY'S policy | bereinafter d | escribed in co | onsideration of the naume |
| of the premium and subject to the terms, condit | ions and amount of lial | bility set fort | h herein as fol | lows: |
| 2. Name of Insured Rockwell Intern | ational Corpor | ration | | |
| Address 600 Grant Stree | t, Pittsburgh, | Pennsy | lvania I | 5219 |
| | | 4/1/78 | To 4/1/ | |
| 3. Period of this Certificate | From | 4/1/78 | To 4/1/ | 79 |
| 4. Schedule of Reinsurance Afforded | Date of | f Acceptance | 4/1/ | 78 |
| Section I | - | | | |
| TYPE Of Excess Liability | • | | | |
| INSURANCE | | | | |
| Section II 23.9.000 000 | 200/00 200 | | | |
| POLICY \$18,000,000 each X/S \$60,000,000 | occ/agg P/O \$ | 40,000,0 | 000 each | occ/agg |
| LIMITS AD TOUTOUT | each occ/agg | | | |
| Section III | · · · · · · · · · · · · · · · · · · · | | | |
| COMPANY Nil this Layer | | | | |
| RETENTION HILL GILLS HAYEL | | | | |
| | | | | |
| Section IV | / | | | |
| REINSURANCE \$1,000,000 each \$40,000,000 each | occ/agg P/O \$1 | 8,000,00 | 0 each o | cc/agg P/O |
| ACCEPTED \$40,000,000 EACH | occyagg A/B \$ | 00,000,0 | oo each c | oce/agg |
| | | | | |
| | | | | |
| 5. Reinsurance Premium Computation | | 09 | | |
| ☐ Adjustable Premium | | en! Premium | Amount Due | |
| 2 / 15/25/2016 Tremining | Due Dai | 7 ី8 | Amount Due \$2200.00 |) |
| | | | | |
| দ Non-adjustable Premium | Total Pro | emium | \$2200.00 | <u> </u> |
| 6. Intermediary Guy Carpenter & Co | o., Chicago, I | L. | | |

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer

Name Slarg A. Wessenger

Title Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

RETENTION AND APPLICATION OF LIABILITY. The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which llability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

CANCELLATION. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section 1.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph t, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

It is hereby understood and agreed that this Certificate is amended to read as follows:

Section I - Type Of Insurance:

Following Form Excess General Liability;
Auto Liability, Workers Compensation and
Employers Liability.

GUY CARPENTER & COMPANY, Inc.

MIDWEST DEPARTMENT

REINSURANCE

100 SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 60608

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40062-1-00-78
REINSURED: International Surplus Lines Insurance Co.

INSURED: Rockwell International Corp.

ENDORSEMENT NO.: 4 (AMENDED)

ENDORSEMENT EFFECTIVE DATE: 4-1-78

Authorized Signature (-16-84

EACULTATIVE REINSURANCE CERTIFICATE

GUY CARPENTER & COMPANY, Inc.
MIDWEST DEPARTMENT
REINSURANCE
100 SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 60606



Kemper Reinsurance Company Long Grove, It 60049 Telephone: 312/540-2600 TELEX 28 2501

Certificate Number

40062-1-00-79

Prior Certificale Number

40062-1-00-78

DOES HEREBY REINSURE:

| 1. Name and Address of Reinsured (herein called the COMPANY) with | International | Surplus | Lines | Ingurance | 00 | Oh 4 | |
|---|-------------------------|-----------------|--------------|--------------------|------------|----------------|------|
| (herein called the COMPANY) with | respect to the COMPAN | VY'S pales by | Dines | THEUTANCE | 20., | Chicago, | 11 |
| of the premium and subject to the te | neme conditions and | 41 2 hours he | reinarier (| described, in con | isideratio | in of the payn | nent |
| or the premium and subject to life it | arms, conditions and am | nonut of frapil | ily set fort | th herein as follo | ws. | | |

| 2. Name of Insu | Rockwell International 600 Grant Street, Pitts | Corporation |
|---------------------------------------|--|---|
| | XSI-5515 Policy Period | |
| | | From 4-1-79 to 4-1-80 |
| 3. Period of this | Certificate | From 4-1-79 10 4-1-80 |
| 4. Schedule of R | einsurance Afforded | Date of Acceptance 4-1-79 |
| Section I TYPE OF INSURANCE | Following Form Excess Li | ability |
| Section II POLICY LIMITS | \$18,000,000 each occ./ag X/S \$60,000,000 each occ | g. P/O \$40,000,000 eabh occ./agg. ./agg. X/S Primary |
| Section III COMPANY RETENTION | nil this layer | |
| Section IV REINSURANCE ACCEPTED | \$1,500,000 each occ./agg P/O \$40,000,000 each occ. X/S Primary | . P/O \$18,000,000 each occ./agg. ./agg. X/S \$60,000,000 each occ./agg. |
| i. Reinsurance Pro | emium Computation | |
| ∃ Adjustable Pren | | Installment Premium Due (Jate Amount Due 4-1-79 \$3,000.00 |
| Non-adjustable | Premium | Total Premium \$3,000.00 |
| . Intermediary | uy Carpenter & Co., Chicag | (SIIR.TECT TO 208 CENTRE CONTERED TO |
| | OF, the Reinsurer has caused this Certificale | |
| | $_{I}$ $_{I}$ $_{I}$ $_{I}$ | Name Storge L. Messenger |
| | | Title SENIOR VICE PRESIDENT |
| | | |

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

D 2804 9-78 5N1

RETENTION AND APPLICATION OF LIABILITY. The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coserage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches

PREMIUM TAXIS. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written nolice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proporlionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

CANCELLATION. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro-rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section 1.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duty authorized representative of the Reinsurer

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 30 days, the total not to exceed 60 days in all."

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40062-1-00-79

REINSURED: International Surplus Lines Insurance Company

INSURED: Rockwell International Corporation

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: April 1, 1979

GUY CARPENTER & COMPANY, Inc.

MIDWEST DEPARTMENT

REINSURANCE

100 SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 60606

FRU-3

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 30 days, the total not to exceed 90 days in all."

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40062-1-00-79

REINSURED: International Surplus Lines Insurance Co.

INSURED: Rockwell International Corp.

ENDORSEMENT NO.: 3

ENDORSEMENT EFFECTIVE DATE: 4-1-79

GUY CARPENTER & COMPANY, Inc.
MIDWEST DEPARTMENT
REINSURANCE
100 SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 60606

FRU-3

It is hereby understood and agreed that Section I, Type of Insurance is amended to read as follows:

Following Form Excess, General, Auto, Workers Compensation, Employees Liability.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40062-1-00-79

REINSURED: International Surplus Lines Insurance Co.

INSURED: Rockwell International Corp.

ENDORSEMENT NO.: 4

ENDORSEMENT EFFECTIVE DATE: 4-1-79

GUY CARPENTER & COMPANY, Inc.
MIDWEST DEPARTMENT
REINSURANCE
100 SOUTH WACKER DRIVE
CHICAGO. ILLINOIS 60606

Authorized Signature

FRU-2

08CV1846 TG
Case 1-26 Cvan 1846 SE Recument 1-23 Filed 03/31/2008 Page 1 of 4

MAGISTRATE JUDGE VALDEZ

KEMPER REINSURANCE COMPANY

It is hereby understood and agreed that this Certificate is amended to include the following clause:

"The Intermediary named herein is hereby recognized as the Intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, loss adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to the Company or the Reinsurer through the Intermediary. Payments by the Company to the Intermediary shall be deemed to constitute payment to the reinsurer. Payments by the Reinsurer to the Intermediary shall be deemed only to constitute payment to the Company to the extent that such payments are actually received by the Company."

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40062-1-00-80

REINSURED: International Surplus Lines Insurance Company

INSURED: Rockwell International Corporation

ENDORSEMENT NO.: 2

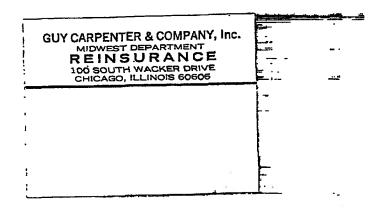
ENDORSEMENT EFFECTIVE DATE: 4-1-80

GUY CARPENTER & COMPANY, Inc.
MIDWEST DEPARTMENT
REINSURANCE

KEINSUKANUE 100 SOUTH WACKER DRIVE

AUTHORIZED SIGNATURE

It is hereby understood and agreed that the Underlying Policy and this certificate are cancelled effective October 1, 1980. Return premium of \$998.00 is now due.



All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40062-1-00-80

REINSURED: International Surplus Lines Insurance Company

INSURED: Rockwell International Corp.

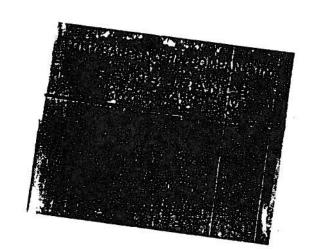
ENDORSEMENT NO.: 3

ENDORSEMENT EFFECTIVE DATE: 10-1-80

It is hereby understood and agreed that this Certificate is amended to read as follows:

Section I - Type of Insurance:

Following Form Excess, General Liability, Auto Liability, Workers Compensation and Employers Liability



other terms and conditions of the Certificate remain unchanged.

ached to and forming part of Certificate Number 40062-1-00-80

NSURED: International Surplus Lines Insurance Company

SURED: Rockwell International Corp.

XORSEMENT NO.: 4

ORSEMENT EFFECTIVE DATE: 4-1-80

MULTI-POLICY LINE CARD

| ACCOUNT TWRODDA | Louite inti. | ra.lumau | COVEFA | CE Fileway | Form CA: |
|-------------------------------------|--|------------------|---|--|----------|
| COMPANY & ALLOCATION DATE Y 2 Y D | POL. # STO. O. 1 ST24 - Ce TERM + 1-1-5-1 HO 4-1-5-1 LIMITS 10 LULL As EARLIOU 4 71.5 LULL | 1 11 11 11 11 11 | POL. # X51 CSC. TERH (1-1-52) 10 (1-15) LIMITS (2 ALKAC) X5 20 KLEC | POL. # XS1 63.05 TERIS \$ -1-5 : +0 4-1-5; LIMITS 22.1 L RO ICAM C XS JORGE C | TOTAL |
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Filed 03/31/2008

Page 1 of 2

MAGISTRATE JUDGE VALDEZ

Kemper Reinsurance Company

Long Grove, IL 60049 Telephone: 312/540-2600

TELEX.28 2501



Facultative Reinsurance Certificate



Certificate Number

40062-1-00-80A

Prior Certificate Number

40062-1-00-80

Kemper Reinsurance Company

DOES HEREBY REINSURE:

1. Name and Address of Reinsured International Surplus Lines Insurance Co. - Chicago, IL (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

| Address | 1000 Grant St. | Pitt | sburgh, | PA | 15219 |) | |
|----------------------------------|---------------------|------------------------------------|-----------|---------|--------|-------|----------------------|
| Policy Number | XSI 7165 | Policy Period | From | 10-1- | -80 | To | 10-1-81 |
| 3. Period of this | Certificate | ¥ | From | 10-1- | -80 | То | 10-1-81 |
| I. Schedule of Ro | einsurance Afforded | | Date of | Accepta | nce | 10- | 1-80 |
| Section I TYPE OF NSURANCE | Following For | m Excess Liabili | ity | | | | |
| | | | | | | | |
| Section II POLICY LIMITS | | ach occ/agg. P/C X/S Underlying | \$40,000 |),000 e | each o | occ/s | agg. X/S \$60,000,00 |
| POLICY | each occ/agg. | X/S Underlying | \$28,000, | ,000 ea | ich o | ec/ag | g. P/O \$40,000,000 |

5. Reinsurance Premium Computation

☐ Adjustable Premium

Installment Premium

Due Date 10-1-80

Amount Due **\$2000.00**

Non-adjustable Premium

Total Premium \$2000.00 (Subj. to 25% ceding comm.)

6. Intermediary Guy Carpenter & Company, Inc. - Chicago, IL

Name

IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer.

ie to be signed bytem ex

Title Senior Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

RETENTION AND APPLICATION OF LIABILITY. The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

C NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

OSS PAYABLE. All claims involving this reinsurance, when settled by he Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order

Which liability attaches.

INTERMEDIARY CLAUSE. The intermediary named herein is hereby recognized as the intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, for all business hereunder. All communications (including but not limited to notices, statements) relating thereto shall be transmitted to commissions, taxes, losses, losses adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to commissions, taxes, losses, losses, losses adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to commissions, taxes, losses, losses

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

CANCELLATION. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants, that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

AUTHORIZED SIGNATURE

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

08CV1846 TG
JUDGE ANDERSENV-01846 Document 1-25 Filed 03/31/2008 Page 1 of 2

MAGISTRATE JUDGE VALDEZ

Kemper Reinsurance Company Long Grove, IL 60049
Telephone: 312/540-2600

TELEX 28 2501

Facultative Reinsurance Certificate



| | _ | Certificate Number 40062-1-00-81 |
|---|--|---|
| Kemper Reinsuranc (herein called the R | | Prior Certificate Number 40062-1-00-80 |
| DOES HEREBY REIN | NSURE: | |
| (herein called the | ess of Reinsured International Surp COMPANY) with respect to the COMPANY's d subject to the terms, conditions and amount | lus Lines Insurance Co Chicago, IL S policy hereinafter described, in consideration of the payment of liability set forth herein as follows: |
| Address 600 Gr | Rockwell International Corpor rant Street, Pittsburgh, PA 152 XSI 7832 Policy Period | |
| 3. Period of this Ce | ertificate | From 10-1-81 To 10-1-82 |
| 4. Schedule of Rein | | Date of Acceptance 10-1-81 |
| Section I TYPE OF INSURANCE | Following Form Excess Liabili | ty |
| Section II POLICY LIMITS | \$28,000,000 each occ/agg. P/0 \$60,000,000 each occ/agg. X/S | \$40,000,000 each occ/agg. X/S Primary |
| Section III COMPANY RETENTION | \$1,750,000 each occ/agg. P/O Primary | \$10,000,000 each occ/agg. X/S |
| Section IV REINSURANCE ACCEPTED | \$1,000,000 each occ/agg. P/0 \$40,000,000 each occ/agg. X/S | \$28,000,000 each occ/agg. P/O \$60,000,000 each occ/agg. X/S Primary |
| 5. Reinsurance Pre | mium Computation | Installment Premium Due Date Amount Due 10-1-81 \$1800.00 |
| X □ Non-adjustable f | Premium | Total Premium \$1800.00 Commission 22.5 % |
| 6. Intermediary (| Guy Carpenter & Company, Inc. | Chicago, IL 60606 |
| IN WITNESS WHERE | OF, the Reinsurer has caused this Certificate | Name Sealthean executive officer. |
| ž. | u | Title Facultative Officer |

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

RETENTION AND APPLICATION OF LIABILITY. The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer w... also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost texcluding Company salaries and office expenses) of obtaining such reimbursement or making such recover. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the

Company or its liquidator, receiver or statutory successor, except as otherwise_specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer,

Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amounts) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4. Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4. Section 1.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

INTERMEDIARY CLAUSE. The intermediary named herein is hereby recognized as the intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, loss adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to the Company or the Reinsurer through the Intermediary. Payments by the Company to the Intermediary shall be deemed to constitute payment to the Reinsurer. Payments by the Reinsurer to the Intermediary shall be deemed only to constitute payment to the Company to the extent that such payments are actually received by the Company.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

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Filed 03/31/2008

Page 1 of 1

40062-1-00-82

MAGISTRATE JUDGE VALDEZ

'emper Reinsurance Comp ong Grove, IL 60049 Telephone: 312/540-2600

TELEX 28 2501

Facultative Reinsurance Certificate

Certificate Number



| Kemper Keinsurar | · · · · · · · · · · · · · · · · · · · | Prior Certificate Number 40062-1-00-81 |
|---------------------------------------|---|---|
| DOES HEREBY RE | • | |
| (herein called the | e COMPANY) with respect to the COMP | urplus Lines Ins. Co Chicago, IL ANY'S policy hereinafter described, in consideration of the payment amount of liability set forth herein as follows: |
| | ed Rockwell International Cor | |
| | rant St., Pittsburgh, PA 15 XSI 8541 Policy Period | |
| Policy Number | XSI 8541 Policy Period | From 10-1-82 To 10-1-83 |
| 3. Period of this C | Certificate | From 10-1-82 To 10-1-83 |
| 4. Schedule of Re | insurance Afforded | Date of Acceptance 10-1-82 |
| Section I TYPE OF INSURANCE | FOLLOWING FORM EXCESS UMBR | ELLA LIABILITY |
| Section II POLICY LIMITS | | (WHERE APPLICABLE) P/O \$40,000,000 EACH) X/S \$60,000,000 EACH OCC/AGG. MARY |
| Section III COMPANY RETENTION | \$1,750,000 EACH OCC/AGG. P | /0 \$10,000,000 EACH OCC/AGG. X/S PRIMARY |
| Section IV REINSURANCE ACCEPTED | OCC/AGG. (WHERE APPLICABLE | WHERE APPLICABLE) P/O \$28,000,000 EACH) P/O \$40,000,000 EACH OCC/AGG. GG. (WHERE APPLICABLE) X/S PRIMARY |
| 5. Reinsurance Pr | emium Computation | Installment Premium |
| | а | Due Date Amount Due |
| ☐ Adjustable Pren | nium | 10-1-82 \$1575.00 |
| □ Non-adjustable | Premium | Total Premium \$1575.00 Commission 22.5 % |
| 6. Intermediary G | uy Carpenter & Co., Inc. | Chicago, IL 60606 |
| | | cate to be signed by an executive officer. |
| | | Name Judshay |
|) . | 9.7 | Title Facultative Officer |

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

MAGISTRATE JUDGE VALDEZ

Kemper Reinsurance Company

Long Grove, IL 60049 Telephone: 312/540-2600

TELEX 28 2501

Facultative Reinsurance Certificate



Certificate Number 40062-1-00-83 Prior Certificate Number 40062-1-00-82 Kemper Reinsurance Company (herein called the Reinsurer) DOES HEREBY REINSURE: 1. Name and Address of Reinsured International Surplus Lines Ins. Co. - Morristown, NJ (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows: 2. Name of Insured Rockwell International Corporation Address 600 Grant Street, Pittsburgh, PA 15219 то 10-1-84 **Policy Period** From 10-1-83 Policy Number XSI 8929 To 10-1-84 3. Period of this Certificate From 10-1-83 Date of Acceptance 10-1-83 4. Schedule of Reinsurance Afforded Section I FOLLOWING FORM EXCESS GENERAL LIABILITY, AUTO TYPE OF LIABILITY, WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE Section II \$28,000,000 EACH OCC/AGG. P/O \$40,000,000 EACH OCC/AGG. **POLICY** X/S \$60,000,000 EACH OCC/AGG. X/S UNDERLYING OR S.I.R. LIMITS Section III \$1,750,000 EACH OCC/AGG. P/O \$10,000,000 EACH OCC/AGG. COMPANY X/S UNDERLYING OR S.I.R. RETENTION Section IV \$1,250,000 EACH OCC/AGG. P/O \$28,000,000 EACH OCC/AGG. P/O \$40,000,000 EACH OCC/AGG. X/S \$60,000,000 EACH OCC/AGG. REINSURANCE ACCEPTED X/S UNDERLYING OR S.I.R. Installment Premium 5. Reinsurance Premium Computation **Amount Due** Due Date \$1968.75 10-1-83 ☐ Adjustable Premium \$1968.75 Total Premium 22.5 Commission Non-adjustable Premium Chicago IL 60606 6. Intermediary Guy Carpenter & Co., Inc. IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by any executive officer. Name Title Facultative Officer

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

RETENTION AND APPLICATION OF LIABILITY. The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the

Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section I. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph t, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured,

INTERMEDIARY CLAUSE. The intermediary named herein is hereby recognized as the Intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, loss adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to the Company or the Reinsurer through the Intermediary. Payments by the Company to the Intermediary shall be deemed to constitute payment to the Reinsurer. Payments by the Reinsurer to the Intermediary shall be deemed only to constitute payment to the Company to the extent that such payments are actually received by the Company.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

It is understood and agreed that this Certificate is amended to read as follows:

SECTION III - Company Retention

3,000,000 each occ/agg P/O 28,000,000 each occ/agg P/O 40,000,000 each occ/agg X/S 60,000,000 each occ/agg X/S Underlying or SIR.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 40062-1-00-83

REINSURED: International Surplus Lines Ins. Co. - Morristown, NJ

INSURED: Rockwell International Corporation

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 10-1-83

MAGISTRATE JUDGE VALDEZ

FACULTATIVE REINSURANCE CERTIFICATE



Kemper Reinsurance Company Long Grove, IL 60049 Telephone: 312/540-2600 Certificate Number 41626-8-00-79 **TELEX 28 2501** Prior Certificate Number New DOES HEREBY REINSURE: 1. Name and Address of Reinsured International Surplus Lines Insurance Co., Chicago, IL (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows: 2. Name of Insured Rockwell International Address 600 Grant Street. Pittsburgh PA Policy Number XSI-5516 Policy Period From To 4-1-80 3. Period of this Certificate From 4-1-79 4-1-80 4. Schedule of Reinsurance Afforded **Date of Acceptance** Section I Following Form Excess General, Auto, Worker Compensation, and TYPE OF Employers Liability INSURANCE Section 11 **POLICY** \$10,000,000 each occ./agg. X/S \$120,000,000 each occ./agg. LIMITS X/S Underlying Section III \$2,250,000 each occ./agg. P/O \$10,000,000 each occ./agg. X/S COMPANY \$120,000,000 each occ./agg. X/S Underlying RETENTION Section IV \$500,000 each occ./agg. P/O \$10,000,000 each occ./agg. X/S REINSURANCE \$120,000,000 each occ./agg. X/S Underlying. **ACCEPTED** 5. Reinsurance Premium Computation Installment Premium □ Adjustable Premium **Due Date** Amount Due . Mon-adjustable Premium Total Premium \$800.00 (subject to 22.5% ceding commission 6. Intermediary L. W. Biegler Inc. Chicago, Illinois IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by executive off Name

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

Title

D 2804 9-78 5M

Senior Vice President

A RETENTION AND APPLICATION OF LIABILITY. The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

G - SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

CANCELLATION. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph J, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 30 days, the total not to exceed 90 days in all."

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 41626-8-00-79

REINSURED: International Surplus Lines Insurance Company

INSURED: Rockwell International

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 4/1/79

Kemper Reinsurance Company.

Long Grove, IL 60049

TELEX 28 2501

Telephone: 312/540-2600

Facultative Reinsurance Certificate



| | | Certificate Number 44282-7-00-80 Prior Certificate Number NEW |
|----------------------|--|---|
| Kemper Reinsur | • | Prior Cermicale Number NEW |
| DOES HEREBY R | EINSURE: | |
| 1. Name and Ad | dress of Reinsured Interna | tional Ins. Co Morristown, NJ |
| (herein called the | ie COMPANY) with respect to the CC | MPANY'S notice harainefter described: |
| or the premium | and subject to the terms, conditions a | nd amount of liability set forth herein as follows: |
| 2. Name of Insur | | ional Corp. |
| Address 6 | 00 Grant Street, Pittsl | ourgh, Pa. |
| Policy Number | 520-021524-6 Policy Perio | od From 4-1-80 To 4-1-81 |
| 3. Period of this | Certificate | From 4-1-80 To 4-1-81 |
| 4. Schedule of Re | einsurance Afforded | Date of Acceptance 4-1-80 |
| Section I | | |
| TYPE OF | Following Form Exces | s Liability |
| INSURANCE | | |
| Section II | | |
| POLICY | \$10,000,000 CSL each | Occ/agg. X/S Underlying |
| LIMITS | | . JJ, c. comozing and |
| Section III | | |
| COMPANY | \$1,750,000 CSL each | Occ/agg. P/O \$10,000,000 CSL each Occ/agg |
| RETENTION | X/S Underlying | to the second of the case occyage |
| Section IV | | |
| REINSURANCE | \$750,000 CSL each Oc | c/agg. P/O \$10,000,000 CSL each Occ/agg. |
| ACCEPTED | X/S Underlying | |
| | | |
| i. Reinsurance Pra | mium Computation | |
| | on Computation | Installment Premium |
| XAdiustable Prem | | Due Date Amount Due |
| 0555 pe#\$1 (| 000 Gross Receipts | 4-1-80 \$27,000.00 |
| I Non-adjustable i | Premium | Total Premium \$27.000.00 |
| . Intermediary | | Subject to 22.5% Ceding Commission |
| . Intermedian | L. W. Biegler | |
| · memeral | Chicago, Ill. | |

<u>Title</u>

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

Facultative Officer

A RETENTION AND APPLICATION OF LIABILITY. The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

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PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

CANCELLATION. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

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If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph t, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 30 days, the total not to exceed 90 days in all."

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 44282-7-00-80

REINSURED: International Ins. Co.

INSURED: Rockwell International Corp.

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE:

4-1-80

MAGISTRATE JUDGE VALDEZ

Kemper Reinsurance Company

Long Grove, IL 60049 Telephone: 312/540-2600

TELEX 28 2501

Facultative Reinsurance Certificate

Certificate Number



44282-7-00-80A

44282-7-00-80 Prior Certificate Number Kemper Reinsurance Company DOES HEREBY REINSURE. International Insurance Company - Morristown, NJ 1. Name and Address of Reinsured (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows: Rockwell International Corporation 2. Name of Insured Address 600 Grant St. Pittsburgh, 5220244548 **Policy Number** Policy Period From 10-1-80 To 10-1-81 3. Period of this Certificate From lo 10-1-80 10-1-81 4. Schedule of Reinsurance Afforded Date of Acceptance 10-1-80 Section 1 Pollowing Form Excess Liability TYPE OF INSURANCE Section II \$10,000,000 C.S.L. each occ/agg. X/S Primary **POLICY** LIMITS Section III COMPANY \$1,750,000 C.S.L. each occ/agg. P/O \$10,000,000 C.S.L. each occ/agg. RETENTION X/S Primary Section IV REINSURANCE \$750,000 C.S.L. each occ/agg. P/O \$10,000,000 C.S.L. each occ/agg. X/S Primary **ACCEPTED** 5. Reinsurance Premium Computation Installment Premium Adjustable Premium Due Date **Amount Due** .0555 per \$1000 Gross Receipts 10-1-80 \$27,000.00 □ Non-adjustable Premium Total Premium \$27,000.00 (Subj. to 22.5% ceding comm.) 6. Intermediary L.W. Biegler Inc. - Chicago, IL. IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive Name Title Senior Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a

Part of This Certificate

RETENTION AND APPLICATION OF LIABILITY. The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionale share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

CANCELLATION. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro-rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement here-tofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4. Section 1.

If the reinsurance hereunder attaches pilor to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph t, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

08CV1846 TG
JUDGE ANDERSEN TG
JUDGE ANDERSEN TG
JUDGE ANDERSEN

MAGISTRATE JUDGE VALDEZ

Kemper Reinsurance Company

Long Grove, IL 60049 Telephone: 312/540-2600

TELEX 28 2501

Facultative
Reinsurance
Certificate



| | | *A | • | | |
|--|--|----------------------|---|--|--|
| Kemper Reinsurance Company | | | Certificate Number 44282-7-00-81 | | |
| (herein called the Reinsurer) | | | Prior Certificate Number 44282-7-00-80A | | |
| DOES HEREBY REINSURE: | | | | | |
| (necetti caried 1 | Idress of Reinsured In he COMPANY) with real and subject to the term | spect to the COMPAN | Y'S policy hereinafte | Morristown, NJ described, in consideration of the payment of the payme | |
| 2. Name of Insu | red Rockwell Inte | rnational Corpor | ration | | |
| Address 600 Gt | rant Street, Pitt | sburgh, PA | | | |
| Policy Number | 522029437 2 | Policy Period | From 10-1-81 | то 10-1-82 | |
| 3. Period of this Certificate | | | From 10-1-81 | то 10-1-82 | |
| 4. Schedule of Reinsurance Afforded | | | Date of Acceptance 10-1-81 | | |
| Section I TYPE OF INSURANCE | Following Form Excess Liability | | | | |
| Section II POLICY LIMITS | \$10,000,000 C.S.L. each occ/agg. X/S Primary | | | | |
| Section III COMPANY RETENTION | \$2,200,000 C.S.L. each occ/agg. P/O \$10,000,000 C.S.L. each occ/agg. X/S Primary | | | | |
| Section IV REINSURANCE ACCEPTED | \$750,000 C.S.L. each occ/agg. P/O \$10,000,000 C.S.L. each occ/agg. X/S Primary | | | | |
| 5. Reinsurance Pr | emium Computation | | Installment Premi | ım | |
| XI Adjustable Premium @ .005 per \$1000 Gross Receipts. | | | Due Date 10-1-81 | Amount Due \$24,300.00 | |
| . D Non-adjustable Premium | | | Total Premium Commission | \$24,300,00 % | |
| 6. Intermediary, W. Biegler, Inc. | | | Chicago, It 60606 | | |
| IN WITNESS WHED | EOF, the Reinsurer has o | round this Court - | ^ | | |
| Trivillo III ILN | Lor, me nemouter 125 (| Lauseu mis Cermicale | to be signed by all | executive offices | |
| | | | Name / | ige of wange | |
| | | | Title Senior Vi | ce President | |
| | | | | | |

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

RETENTION AND APPLICATION OF LIABILITY. The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

- 1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's
- 2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

G

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionale share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section 1.

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If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph t, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

Kemper Reinsurance Company

MAGISTRATE JUDGE VALDEZ

Long Grove, 1L 60049 Telephone: 312/540-2600 TELEX 28 2501 Facultative Reinsurance Certificate



Kemper Reinsurance Company (herein called the Reinsurer) Certificate Number 44282-7-00-83
Prior Certificate Number 44282-7-00-82

DOES HEREBY REINSURE: International Insurance Company - Morristown, NJ 1. Name and Address of Reinsured (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows: 2. Name of Insured Rockwell International Corporation Address 600 Grant Street. Pittsburgh, PA 15219 522 0437067 Policy Number **Policy Period** From 10-1-83 10-1-84 To 3. Period of this Certificate 10-1-83 10-1-84 From To 4. Schedule of Reinsurance Afforded Date of Acceptance 10-1-83 Section I EXCESS GENERAL LIABILITY, AUTO LIABILITY, WORKERS TYPE OF COMPENSATION AND EMPLOYERS LIABILITY **INSURANCE** Section II \$10,000,000 C.S.L. EACH OCC/AGG. (WHERE APPLICABLE) X/S PRIMARY **POLICY** LIMITS Section III \$1,750,000 C.S.L. EACH OCC/AGG. (WHERE APPLICABLE) P/O COMPANY \$10,000,000 C.S.L. EACH OCC/AGG. (WHERE APPLICABLE) X/S PRIMARY RETENTION Section IV \$750,000 C.S.L. EACH OCC/AGG. (WHERE APPLICABLE) P/O \$10,000,000 REINSURANCE C.S.L. EACH OCC/AGG. (WHERE APPLICABLE) X/S PRIMARY **ACCEPTED** 5. Reinsurance Premium Computation Installment Premium **Due Date** Amount Due Adjustable Premium <u> 10-1-83</u> \$21,262.50 0 .0054 per \$1000 gross receipts \$21,262,50 Total Premium ☐ Non-adjustable Premium Commission 6. Intermediary L. W. Biegler, Inc. Chicago. IL 6060 IN WITNESS WHEREOF, the Reinsurer has caused this Certificate to be signed by an executive officer. Name Title Facultative Officer

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

RETENTION AND APPLICATION OF LIABILITY. The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis. in the ratio that the Reinsurer's loss payment bears to the Company's

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section 1.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certifcate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies)

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The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

Kemper Reinsurance Compan Long Grove, IL 60049 Telephone: 312/540-2600

TELEX 28 2501

Facultative Reinsurance Certificate



| Vorman Pointura | o Company | Certificate Number 44282-7-00-84 |
|---|---|--|
| Kemper Reinsurance Company (herein called the Reinsurer) | | Prior Certificate Number 44282-7-00-83 |
| DOES HEREBY REI | NSURE: | |
| 1. Name and Addr | ess of Reinsured International Insur | ance Company - Morristown, NJ |
| (herein called the | COMPANY) with respect to the COMPANY'S | policy hereinafter described, in consideration of the payment |
| of the premium an | d subject to the terms, conditions and amoun | nt of liability set forth herein as follows: |
| 2. Name of Insured | Rockwell International Corpora | tion |
| | nt Street, Pittsburgh, PA 15219 | the same to the same of the sa |
| Policy Number | 220368685 Policy Period | From 10-1-84 To 10-1-85 |
| 3. Period of this Co | ertificate | From 10-1-84 To 10-1-85 |
| 4. Schedule of Rein | surance Afforded | -Date of Acceptance 10-1-84 |
| | | All facilities and the second |
| Section I | EVOCCE OFNEDAL LIABILITY AUTO | I TADTI ITY |
| TYPE OF INSURANCE | EXCESS GENERAL LIABILITY, AUTO WORKERS COMPENSATION AND EMPLO | YERS LIABILITY |
| Section II | #F 000 000 001 FACU 000 (NO. (NO. | UEDE ADDITORDED V.C. DELMANY |
| POLICY LIMITS | \$5,000,000 CSL EACH OCC/AGG (W | HERE APPLICABLE) X/S PRIMARY |
| Section III | \$1 000 000 CSI EACH OCC (ACC (M | HEDE ADDITIONED DIO |
| COMPANY RETENTION | \$1,000,000 CSL EACH OCC/AGG (W \$5,000,000 CSL EACH OCC/AGG (W PRIMARY | HERE APPLICABLE) X/S |
| Section IV | \$500,000 CSL EACH OCC/AGG (WHE | |
| REINSURANCE ACCEPTED | \$5,000,000 CSL EACH OCC/AGG (W PRIMARY | HERE APPLICABLE) X/S |
| | the second that the second | AND THE RESIDENCE OF THE PARTY |
| 5. Reinsurance Pre | mium Computation | Installment Premium |
| | •0 | Due Date 10-1-84 \$45,000.00 |
| © .0103 per \$1000 gross receipts | | 10-1-84 \$43,000.00 |
| | | Total Premium \$45,000/00 |
| • | | Commission 41 22.5 % |
| 6. Intermediary L.W. Biegler, Inc. | | Ch/gago, IL 60606 |
| IN WITNESS WHERE | OF, the Reinsurer has caused this Certificate to | o be signed by an executive officer |
| | | Title Vice President |
| The Provisions and | Stipulations of the Reinsurance Clause on the | Reverse Side Hereof are Hereby Made a |

D2804-2 4-81 10M

Part of This Certificate.

RETENTION AND APPLICATION OF LIABILITY. The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any, of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company In the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

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INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor: The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

Page 2 of 2

Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph t, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

Document 1-34 Filed 03/31/2008 Page 1 of 5

| Kemper | Reinsurance | Company |
|--------|-------------|---------|
| L | ** *** | • • |

**Long Grove, IL 60049 Telephone: 312/540-2600 TELEX 28 2501

0 260+ 10-79 10M

Facultative Reinsurance Certificate



Printed in U.S.A.

JUN - 9 1980

| | | Certificate Number 43148-3-00-79 Prior Certificate Number New |
|---|--|---|
| Kemper Reinsurance Company | | Prior Certificate Number New |
| DOES HEREBY RE | EINSURE: | ·: |
| (herein called the of the premium a | ress of Reinsured International e COMPANY) with respect to the COMPANY and subject to the terms, conditions and amount ed United Technologies Corp | |
| Variess OTITIE | C TECHNOLOGIES RIGG Tark | ford, CT 06101 |
| roncy Number 1 | XSI-5748 Policy Period | From 1) 10-1-79 To 10-1-80 |
| 3. Period of this C | XSI-5749 Certificate | 2) 10-1-79 10-1-80 From 10-1-79 to 10-1-80 |
| | | |
| 4. Schedule of Re | insurance Afforded | Date of Acceptance 10-1-79 |
| Section I TYPE OF INSURANCE | SEE ENDORSEMENT NUMBER 1 | |
| Section II POLICY LIMITS | SEE ENDORSEMENT NUMBER 1 | NV |
| Section III COMPANY RETENTION | SEE ENDORSEMENT NUMBER 1 | |
| Section IV REINSURANCE ACCEPTED | SEE ENDORSEMENT NUMBER 1 | |
| 5. Reinsurance Pre | mium Computation | |
| 🗖 Adjustable Prem | ium | Installment Premium Due Date Amount Due 10-1-79 1) \$6000.00 2) \$1200.00 |
| XNon-adjustable F | Premium | Total Premium 1) \$6000.00 2) \$1200.00 |
| 5. Intermediary W | Millcox, Baringer & Co., In | (Cyrhainet to 200 |
| | OF, the Reinsurer has caused this Certificate t | <u> </u> |
| | | Title Senior Vice President |
| The Provisions and Part of This Certific | Stipulations of the Reinsurance Clause on the | |

Williams - Frences

JUN - 9 1980

RETENTION AND APPLICATION OF LIABILITY. The company warrants to retain for its own account or that of its treally reinsurers) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Companv and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

 With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

CANCELLATION. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether caccount of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section 1.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

N. Y

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

KEMPER REINSURANCE COMPANY

JUN - 9 1980

It is hereby understood and agreed that this Certificate is amended to read as follows:

Section I - Type of Insurance:

- 1) Excess Umbrella Liability
- 2) Excess Umbrella Liability

Section II - Policy Limits:

- 1) \$13,750,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/S Primary
- 2) \$5,000,000 each occ/agg. P/O \$50,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary

Section III- Company Retention:

- \$2,000,000 each occ/agg. P/O \$13,750,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/S Primary
- 2) \$1,500,000 each occ/agg. P/O \$5,000,000 each occ/agg. P/O \$50,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary

Section IV - Reinsurance Accepted:

- \$1,000,000 each occ/agg. P/O \$13,750,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/S Primary
- 2) \$1,000,000 each occ/agg. P/O \$5,000,000 each occ/agg. P/O \$50,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 43148-3-00-79

REINSURED: International Surplus Lines Insurance Company

INSURED: United Technologies Corporation

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 10-1-79

-79

KEMPER REINSURANCE COMPANY

JUN - 9 1980

It is understood and agreed that Cancellation Clause J is amended to read as follows:

"Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, thereafter, such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus 30 days, the total not to exceed 60 days in all."

N. Y.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 43148-3-00-79

REINSURED: International Surplus Lines Insurance Company

INSURED: United Technologies Corporation

ENDORSEMENT NO.:

ENDORSEMENT EFFECTIVE DATE: 10-1-7

| Routing Slip From L.W. Biegler | r Inc. (N.Y.) To: |
|---|---|
| Executive/Personnel Directors/Officers 5: ESERINGNOV-1 Casualty B. Bolinghinass. III. Insured Unitality South South To Coverage Excess untilly Disbelling. | Property |
| Policy Issued On: | Attachments: |
| Admitted (Licensed) Basis "A Rated" Basis Surplus Lines Basis: License # If issued on an admitted company basis producer must qualify for commission by satisfying one of the folowing stipulations listed in the State Manual under "Persons to whom a commission will be paid": A Licensed C&F Resident Agent A Licensed C&F Non-Resident Agent: Non-Resident License # A Licensed Resident Broker A Licensed Non-Resident Broker: Non-Resident License # Exchange of Business (Certain States) | Binder Policy Policy Replacing Binder Renewal Of Endorsements # Invoice Abstract Fac Memo A Rated Filing XS CAS SLIP London Treaty Bdx. Decl. Correspondence Claim Notice Coding Instructions Multi Policy Line Card Jaculature Reinsware centerials |
| Non-Entry of State (Certain States) | L.W.BN.Y. Processing Checklist: Typist Initials: |
| Countersigning Instructions: Send to L.W. Biegler to C/S Coding Sign For: | Underwriter: Coding: Month: DWR: |
| Do Not Sign Because:Agent Will SignCountersigning Agent Will SignForwarding Letter Attached | - N. Y. |
| Corrections: | |

MAGISTRATE JUDGE VALDEZ

Kemper Reinsurance Company - Long Grove, IL 60049

Telephone: 312/540-2600

TELEX 28 2501

APR 6 1981 **Facultative** Reinsurance Certificate.



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|---------------------------------------|--|---|-------------|
| | _ | Certificate Number 43148-3-00-80 Prior Certificate Number 43148-3-00-79 | |
| Kemper Reinsur | | The Certificate Number 10210 0 00-15 | |
| DOES HEREBY F | REINSURE: | ē | |
| 1. Name and Ad | dress of Reinsured International Surp | us Lines Ins. Co Chicago, IL | 1.00 |
| of the premium | and subject to the terms, conditions and am | Y'S policy hereinafter described, in consideration of | of the paym |
| | red United Technologies Corporat | | |
| Address Uni | 1 7 7 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | tford, Cr 06101 | |
| Policy Number | 1) XSI 7144 Policy Period | From 10-1-80 To 10-1-81 | |
| 3. Period of this | 2) XSI 7145 | 10-1-80 10-1-81 | |
| s. rend of mis | Cermicare | From 10-1-80 To 10-1-81 | - Carlo |
| 4. Schedule of R | einsurance Afforded | Date of Acceptance 10-1-80 | |
| Section 1 | 1) UMBRELLA LIABILITY | | |
| TYPE OF INSURANCE | 2) UMBRELLA LIABILITY | | |
| Section II | | | |
| POLICY LIMITS | SEE ENDORSEMENT #1 | | |
| Section III COMPANY RETENTION | SEE ENDORSEMENT #1 | | |
| Section IV REINSURANCE ACCEPTED | SEE ENDORSEMENT #1 | | |
| . Reinsurance Pr | emium Computation | | |
| 3 Adjustable Prer | nium | Installment Premium Due Date 10-1-80 1) \$5200.00 2) \$1000.00 |)0 |
| l Non-adjustable | Premium | Total Premium 1) \$5200.00 2) \$10 | 00.00 |
| Intermediary W | illcox, Baringer & Co., Inc. | New York, NY 10038 | |
| | EOF, the Reinsurer has caused this Certificate | ^ | |
| | | Title Senior Vice President | |
| ne Provisions and | Stimulations of the Poinsyrana Clause | | |

ons and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

RETENTION AND APPLICATION OF LIABILITY. The company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

Case 1:08-cv-01846

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

tNSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

CANCELLATION. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either the Company or the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4, Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section I.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this. reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph t, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

.....

INTERMEDIARY CLAUSE. The Intermediary named herein is hereby recognized as the Intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, losses, loss adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to the Company or the Reinsurer through the Intermediar. Payments by the Company to the Intermediary shall be deemed to constitute payment to the reinsurer. Payments by the Reinsurer to the light mediary shall be deemed only to constitute payment to the Company to the extent that such payments are actually received by the Company.

AUTHORIZED SIGNATURE The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

APR - 6 1981

It is hereby understood and agreed that this Certificate is amended to read as follows:

Section II - Policy Limits:

- 1) \$14,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S Primary
- 2) \$10,150,000 each occ/agg. P/O \$75,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary

Section III - Company Retention:

- 1) \$2,000,000 each occ/agg. P/O \$14,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S Primary
- 2) \$6,650,000 each occ/agg. P/O \$10,150,000 each occ/agg. P/O \$75,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary

Section IV - Reinsurance Accepted:

- 1) \$1,000,000 each occ/agg. P/O \$14,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S Primary
- 2) \$1,000,000 each occ/agg. P/O \$10,150,000 each occ/agg. P/O \$75,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 43148-3-00-80

REINSURED: International Surplus Lines Insurance Company

INSURED: United Technologies Corporation

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 10-1-80

MAGISTRATE JUDGE VALDEZ

| Kemper Reinsurance Con Long Grove, IL 60049 | npan |
|--|------|
| Telephone: 312/540-2600 | |
| TELEX 28 2501. | |

Facultative Reinsurance Certificate



| | - / | | | FEB 2 5 1982 |
|--|---|--|--------------------------------------|--|
| Kemper Reinsurar (herein called the | oce Company Reinsurer) | Certificate Num Prior Certificat | nber 43148-3-00- e Number 43148-3 | -81 -00-80 |
| DOES HEREBY RE | | | | |
| A Com Comico Hill | ress of Reinsured International COMPANY) with respect to the Cond subject to the terms, conditions as | JIYK ANI 3 OODOV Bereinsk | lor doccribed ! | |
| | d United Technologies Corp | • | _ | |
| Address United | _Technologies Building, Ha | rtford, CT 06101 | | |
| rollcy Number | 1) XSI 7725 Policy Perio | od From 10-1-8 | 1 To 10-1-82 | · · |
| 3. Period of this C | 2) XSI 7726 . ertificate | · 10-1-8 From 10-1-8 | 1 10-1-82 | : |
| 4. Schedule of Rei | nsurance Afforded | Date of Accepta | nce 10-1-81 | _ |
| Section I TYPE OF INSURANCE | Excess Umbrella Liabilit | у | | |
| : | | | • | · |
| Section II POLICY LIMITS | See Endorsement No. 1 | | | |
| Section III COMPANY RETENTION | See Endorsement No. 1 | | | • |
| ection IV | See Endorsement No.1 | | | <u>. </u> |
| REINSURANCE ACCEPTED | | | • | 34 |
| • | | | | · · · |
| . Reinsurance Prei I Adjustable Premi | nium Computation um | Installment Premi Due Date 10-1-81 | Amount Due 1) \$5037.50 | 2) \$1162_50 |
| | | Total Premium | 1) \$5037.50 | 2) \$1162 50 |
| Non-adjustable Pi | remium | Commission | - NIL : | . % |
| Intermediary Wil | lcox, Baringer & Co., Inc. | New | York, NY 10038 | |
| WITNESS WHEREC | OF, the Reinsurer has caused this Certi | ificate to be signed by an Name | executive officer. | ngu_ |
| | | Title Senior V | ice President | |

The Provisions and Slipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

amount of liability specified in Item 4, Section III of this Certificate, herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's

2. With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost texcluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery, if the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order . La 182 (118 24-11 in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the

A

RETENTION AND APPLICATION OF LIABILITY. The Continue C unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4. Section IV of this Certifical could follow 22 claim is filed in the insolvency proceeding. It shall have the right to that of the Company, and except as otherwise specifically provided investigate each such claim and interporal interp proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company of its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

Page 2 of 3

Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement.heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any thazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4. Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section 1.

M -If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this. reinsurance is accepted.

N. Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

INTERMEDIARY CLAUSE. The intermediary named herein is hereby recognized as the Intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, loss adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to the Company or the Reinsurer through the Intermediary. Payments by the Company to the Intermediary shall be deemed to constitute payment to the Reinsurer. Payments by the Reinsurer to the Intermediary shall be deemed only to constitute payment to the Company to the extent that such payments are actually received by the Company. ...

The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

ALABER LESSABLAGAGE COMBANA

It is hereby understood and agreed that this Certificate is amended to read as follows:

Section II - POLICY LIMITS:
-1) \$15,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S Primary.

2) \$10,000,000 each occ/agg. P/O \$100,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary.

Section III - COMPANY RETENTION:
1) \$2,000,000 each occ/agg. P/O \$15,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S Primary (Ret and Treaty).

2) \$6,500,000 each occ/agg. P/O \$10,000,000 each occ/agg. P/O \$100,000,000 each occ/agg. X/S \$100,000,000 each occ/agg. X/S Primary (Net and Treaty).

Section IV - REINSURANCE ACCEPTED:

- 1) \$1,000,000 each occ/agg. P/O \$15,000,000 each occ/agg. P/O \$30,000,000 each occ/agg. X/S \$20,000,000 each occ/agg. X/S
- 2) \$1,000,000 each occ/agg. P/O \$10,000,000 each occ/agg. P/O \$100,000,000 each occ/agg. X/S \$100,000,000 eac occ/agg. X/S Primary.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 43148-3-00-81

REINSURED: International Surplus Lines Insurance Co.

INSURED: United Technologies Corporation

ENDORSEMENT NO .: 1

ENDORSEMENT EFFECTIVE DATE: 10-1-81

MAGISTRATE JUDGE VALDEZ

| THE PARTY | Reinsurance Reinsurance |
|---|---|
| Tellus trie: 012 540/2600 - 1 วัยปริฟ 28 2501 | Certificate |
| | C 2740 2 00 02 |
| Kemper Reinsurance Company (herein called the Reinsurer) | Prior Certificate Number 43148-3-00-81 |
| DOES HEREBY REINSURE: | |
| 1. Name and Address of Reinsured International Supply therein called the COMPANY) with respect to the COMPANY'S of the premium and subject to the terms, conditions and amoun | policy hereinafter described, in consideration of the payment |
| 2. Name of Insured limited Technologies Corporation | |
| Address United Technologies Building, Hartford, Policy Number 11 YSI 8580 Policy Period | CT 05101 From 10-1-82 To 10-1-83 |
| 2) XST 8581 3. Period of this Certificate | From 10-1-82 To 10-1-83 |
| 4. Schedule of Reinsurance Afforded | Date of Acceptance 10-1-82 |
| Section I TYPE OF UMBRELLA LIABILITY INSURANCE | |
| Section II POLICY SEE ENDORSEMENT NO. 1 LIMITS | |
| Section III COMPANY RETENTION SEE ENDORSEMENT NO. 1 | |
| Section IV REINSURANCE SEE ENDORSEMENT NO. 1 ACCEPTED | T |
| 5. Reinsurance Premium Computation | Installment Premium |
| □ Adjustable Premium | Due Date Amount Due 10-1-82 1)\$4650.00 2)\$968.75 |
| | Total Premium 1)\$4650.00 2)\$968.75 Commission NIL % |
| DiNon-adjustable Premium | New York, NY 10038 |
| 6. Intermediary Willox, Baringer & Co., Inc. IN WITNESS WHEREOF, the Reinsurer has caused this Certificate | 0 |
| · ** | Title Senior Vice President |

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a



KEMPER REINSURANCE COMPANY

It is understood and agreed that this Certificate is amended to read as follows:

- Section II POLICY LIMITS:

 1) \$15,000,000 each occ/ago P/O \$25,000,000 each occ/agg X/S \$20,000,000 each occ/agg X/S Underlying.
- 2) \$20,000,000 each occ/agg P/O \$200,000,000 each occ/agg X/S \$100,000,000 each occ/ago X/S Underlying.

Section III - COMPANY RETENTION:

- \$10,000,000 each occ/agg P/C \$15,000,000 each occ/agg P/O \$25,000,000 each occ/agg X/S \$20,000,000 each occ/agg X/S Underlying.
- 2) \$16,500,000 each occ/agg P/O \$20,000,000 each occ/agg P/O \$200,000,000 each occ/agg X/S \$100,000,000 each occ/agg X/S Underlying.

Section IV - REINSURANCE ACCEPTED:

- 1) \$1,000,000 each occ/agg P/O \$15,000,000 each occ/agg P/O \$25,000,000 each occ/agg X/S \$20,000,000 each occ/agg X/S Underlying.
- 2) \$1,000,000 each occ/agg P/O \$20,000,000 each occ/agg P/O \$200,000,000 each occ/agg X/S \$100,000,000 each occ/agg X/S Underlying.

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 43148-3-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: United Technologies Corporation

ENDORSEMENT NO.: 1

ENDORSEMENT EFFECTIVE DATE: 10-1-82

KEMPER REINSURANCE COMPANY

It is understood and agreed that this Certificate is amended to read as follows:

Section II - Policy Limits:

- 1) \$15,000,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/S Underlying
- 2) Remains the Same

Section III - Company Retention:

- 1) \$10,000,000 each occ/agg. P/O \$15,000,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/S Underlying
- 2) Remains the Same

Section IV - Reinsurance Accepted:

- 1) \$1,000,000 each occ/agg. P/O \$15,000,000 each occ/agg. P/O \$25,000,000 each occ/agg. X/S \$25,000,000 each occ/agg. X/S Underlying
- 2) Remains the Same

All other terms and conditions of the Certificate remain unchanged.

Attached to and forming part of Certificate Number 43148-3-00-82

REINSURED: International Surplus Lines Insurance Company

INSURED: United Technologies Corporation

ENDORSEMENT NO.: 2

ENDORSEMENT EFFECTIVE DATE: 10-1-82

0/4/14/83



Long Grove, IL 60049

Telephone 312 | 540-2600 TELEX 28 2501

DATE: March 8, 1983

CERTIFICATE NO. 43148-3-00-82

YOUR REFERENCE NO. N82-0579, N82-0580

130 John Street

New York, NY 10038

Please Return this stub with your payment to: Kemper Reinsurance Company Post Office Box 91335 Chicago, IL 60693

A/C United Technologies Corporation

R/I International Surplus Lines Insurance Company - Chicago, IL

Willcox, Baringer & Co., Inc.

EFFECTIVE:

10-1-82

10-1-82

PREMIUM:

\$4650.00

(whote-spatients)

RETURN PREMIUM:

BROKERAGE:

\$465.00

\$96.88

(10%)

(10%)

COMMISSION:

BALANCE DUE:

\$4185.00

\$871.87

PLEASE PAY THIS AMOUNT | \$5056.87 MAGISTRATE JUDGE VALDEZ

Kemper Reinsurance Company Long Grove, IL 60049

Telephone: 312/540-2600

TELEX 28 2501

D 2804-1 2-83 15M

Facultative Reinsurance Certificate



| Kemper Reinsurance (herein called the Re | Company insurer) | Certificate Number Prior Certificate Nur | 43148-3-00-83 mber 43148-3-00-82 | |
|---|---|---|-------------------------------------|--|
| DOES HEREBY REIN | | | | |
| (herein called the (of the premium and | 1. Name and Address of Reinsured International Surplus Lines Insurance Company - Chicago, IL (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows: | | | |
| 2. Name of Insured Address United Policy Number X | United Technologies Corporation Technologies Building, Hartford, SI-8883 Policy Period | n CT 06101 From 10-1-83 | то 10-1-84 | |
| 3. Period of this Cer | rificate | From 10-1-83 | то 10-1-84 | |
| 4. Schedule of Rein | surance Afforded | Date of Acceptance | 10-1-83 | |
| Section I TYPE OF INSURANCE | UMBRELLA LIABILITY | | | |
| Section II POLICY LIMITS | \$15,000,000 EACH OCC/AGG P/O \$ \$25,000,000 EACH OCC/AGG X/S U | 25,000,000 EACH NDERLYING | OCC/AGG X/S | |
| Section III COMPANY RETENTION | \$11,000,000 EACH OCC/AGG P/0 \$ \$25,000,000 EACH OCC/AGG X/S \$ X/S UNDERLYING | 15,000,000 EACH 25,000,000 EACH | OCC/AGG P/O OCC/AGG | |
| Section IV REINSURANCE ACCEPTED | \$1,000,000 EACH OCC/AGG P/O \$15,000,000 EACH OCC/AGG P/O \$25,000,000 EACH OCC/AGG X/S \$25,000,000 EACH OCC/AGG X/S UNDERLYING | | | |
| 5. Reinsurance Premium Computation | | Installment Premiun Due Date 10–1–83 | n Amount Due \$3952 . 50 | |
| M Non-adjustable Premium | | Total Premium Commission | \$3952.50 NIL % | |
| 6. Intermediary Willcox, Inc. | | | • | |
| IN WITNESS WHERE | OF, the Reinsurer has caused this Certificate | Name Title Facultati | Sher | |
| | • | | | |

RETENTION AND APPLICATION OF LIABILITY. The Company warrants to retain for its own account or that of its Irealy reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits; it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

LOSS PAYABLE. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss basis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

2. With respect to reinsurance provided on a pro-rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the

Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balanceist, whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amounts; due from one party to the other under this certificate of reinsurance or under any other agreement here-tofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4. Section 1. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the nazards or risks of loss or damage specifically described in Item 4. Section 1.

If the reinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Except as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

INTERMEDIARY CLAUSE. The intermediary named herein is hereby recognized as the Intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, loss adjustment expense, salvages, and loss settlements) relating thereto shall be transmitted to the Company or the Reinsurer through the Intermediary. Payments by the Company to the Intermediary shall be deemed to constitute payment to the Reinsurer. Payments by the Reinsurer to the Intermediary shall be deemed only to constitute payment to the Company to the extent that such payments are actually received by the Company.

The terms of this Certificate shall not be waived or changed except to endursement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

MAGISTRATE JUDGE VALDEZ

Kemper Reinsurance Compa

Long Grove, IL 60049 Telephone: 312/540-2600 TELEX 28 2501 Facultative Reinsurance Certificate



Kemper Reinsurance Company (herein called the Reinsurer) DOES HEREBY REINSURE:

| ertificate Number | 63865+2-00-84 |
|-----------------------|---------------|
| rior Certificate Numb | WE NEW |

1. Name and Address of Reinsured International Surplus Lines Insurance Company - Chicago, IL (herein called the COMPANY) with respect to the COMPANY'S policy hereinafter described, in consideration of the payment of the premium and subject to the terms, conditions and amount of liability set forth herein as follows:

| Policy Number | d Technologies Building, Hartfor XSI 8915 Policy Period | d, CT 06101 From 10-1-84 то 10-1-85 |
|---------------------------------------|--|--|
| 3. Period of this | Certificate | From 10-1-84 To 10-1-85 |
| 4. Schedule of Re | insurance Afforded | Date of Acceptance 10-1-84 |
| Section I TYPE OF INSURANCE | EXCESS UMBRELLA LIABILITY | |
| Section II POLICY LIMITS | \$15,000,000 EACH OCC/AGG P/O \$25,000,000 EACH OCC/AGG X/S \$25,000,000 EACH OCC/AGG X/S | UNDERLYING |
| Section III COMPANY RETENITON | \$10,500,000 EACH OCC/AGG P/O \$15,000,000 EACH OCC/AGG P/O \$25,000,000 EACH OCC/AGG X/S \$25,000,000 EACH OCC/AGG X/S | UNDERLYING |
| Section IV RFINSURANCE ACCEPTED | \$2,000,000 EACH OCC/AGG P/O \$15,000,000 EACH OCC/AGG P/O \$25,000,000 EACH OCC/AGG X/S \$25,000,000 EACH OCC/AGG X/S | UNDERLYING |

| 5. Reinsurance Premium Computation | Installment Premium | 1 |
|---|---------------------------|---------------------------|
| □ Adjustable Premium | Due Date 10-1-84 | Amount Due \$12,000.00 |
| | | |
| □XNon-adjustable Premium | Total Premium Commission | \$12,000.00 |
| 6. Intermediary | | |
| IN WITNESS WHEREOF, the Reinsurer has caused this Certificate | to be signed wan ex | ecutive officer/ |

Title Vice President

The Provisions and Stipulations of the Reinsurance Clause on the Reverse Side Hereof are Hereby Made a Part of This Certificate.

A RETENTION AND APPLICATION OF LIABILITY. The Company warrants to retain for its own account or that of its treaty reinsurer(s) the amount of liability specified in Item 4, Section III of this Certificate, unless otherwise declared to the Reinsurer. The liability of the Reinsurer specified in Item 4, Section IV of this Certificate shall follow that of the Company, and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy.

COOPERATION OF COMPANY. The Company shall turnish the Reinsurer with a cony of its policy and all enclorsements thereto which in any manner affect this Certificate, and shall make available for inspection and place at the dispusal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

NOTICE OF OCCURRENCE. Prompt notice shall be given the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance.

DEFENSE OF CLAIMS OR SUITS. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the detense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

the Company, shall be binding on the Reinsurer, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements, promptly following receipt of proof of loss. In addition the Reinsurer shall be bound to pay its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits, as follows:

1. With respect to reinsurance provided on an excess of loss hasis, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment.

With respect to reinsurance provided on a pro rata or quota share basis, in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability.

The Reinsurer will also pay its proportion of court costs and interest on any judgment or award, provided its prior consent to trial court proceedings has been obtained.

The Reinsurance hereunder is subject to the standard Nuclear Incident Exclusion Clause(s) and standard War Exclusion Clause(s) for the coverage provided.

SALVAGE. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company less the actual cost (excluding Crimpany salaries and office expenses) of obtaining such reinflurisement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

H
PREMIUM TAXES. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate, if the premium for this Certificate is on a net basis.

INSOLVENCY. In the event of the insolvency of the Company, reinsurance under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsurance Agreement, without diminution because of such insolvency, directly to the Company or its liquidator, receiver or statutory successor, except as otherwise specified in the statues of any state having jurisdiction of the insolvency proceedings. The reinsurer shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Agreement within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpuse, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro-rata basis by the Company by mailing written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Certificate may also be cancelled on a pro-rata basis by the Reinsurer by mailing written notice stating when such cancellation shall be effective. Such effective date of cancellation shall not be less than the number of days specified in the Company's policy plus thirty (30) days.

In the event of non-payment of any original, renewal or additional premium this Certificate may be cancelled on a pro rata basis by the Reinsurer by mailing written notice stating when, not less than thirty (31)) days thereafter, such cancellation shall be effective.

OFFSET CLAUSE. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.

NON-CONCURRENT. The remainance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in Item 4. Section 1. The retention of the Company and fiability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in Item 4, Section 1.

if the coinsurance hereunder attaches prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.

Fxcept as provided by the insolvency clause and any amendments thereto referred to in paragraph 1, the obligations under this Certificate shall run-to the Company and the Reinsurer shall have no obligation to the original insured or anyone claiming under the policy(ies) reinsured.

